

GENERAL CONDITIONS OF DELIVERY

EUROFAIRS Ltd is Filed with Companies House UK and hereinafter referred to as EF.

Article 1 - Definitions

The definitions, capitalised in this contract surrounding the terms of delivery conditions, shall have the meaning assigned thereto in this Article, irrespective of whether they are used in the singular or the plural:

EF Ltd with trade registers entry no 7267532, which shall be understood to include all trading names for Eurofairs Ltd used in business transactions.

Activities: the activities performed by EF for third parties, including but not limited to the design of exhibition projects, leasing of exhibition stands, and advising on, supervising and managing projects in the context of exhibition building, interior projects and sale of products through the www.eurofairs.org website.

Supplier: a third party who supplies goods or services at the request of EF and/or performs all or part of the Contract at the instruction of EF.

Delivery: the delivery of Goods, which shall be deemed to have taken place

- if and as soon as ownership of the Goods has transferred to Client or a third party designated by Client;
- if and as soon as the Goods have reached the agreed destination; or
- if and as soon as EF has requested Client, in writing or orally, to collect the Goods.

Contract: the order placed via the Internet, constituting an agreement between EF and Client for the delivery of Activities (including but not limited to the leasing of Goods).

Client: the party with which EF has concluded a Contract.

Goods: movable goods supplied by EF to Client on the grounds of the Contract.

Article 2 - General

1. EF is entitled to outsource performance of all or part of the Contract to Suppliers without the consent of Client.
2. Unless agreed otherwise, all Activities shall be deemed to take place at the location at which EF is established.
3. EF does not warrant or in any way guarantee any return for Client from the Activities delivered, regardless of the extent to which the order is based thereon.

Article 3 - Tenders

1. All tenders are entirely without obligation, are revocable by EF and are based on the ability to perform without interruption during normal working hours. All prices indicated therein are indicative and exclusive of turnover tax and any other due and payable taxes, levies and the like. EF shall at no time be bound to deliver the Activities at the tendered price unless so agreed in the Contract.
2. All costs necessitated in the preparation of a tender may be charged to the recipient of the said tender.
3. Where a tender is made up of quotations for the Activities, EF is under no obligation to deliver a part of the Activities at a proportionate part of the full tender price.

Article 4 - Contract

1. No Contract shall exist until EF has received a down payment of 25% of the total amount or until EF has started performance of the Contract. Performance shall be deemed to have started as soon as EF commences performance of all or part of the agreed Activities.
2. In the performance of the Contract, EF may rely on any instructions issued by a third party in the name of Client. Client guarantees to EF the authority of the third party acting on behalf of the Principal.

3. EF shall not be under any obligation to Client as a result of any apparent error and/or clerical error in the Contract.

Article 5 - Title and Risk

1. Unless agreed otherwise, goods used by EF for performance of the agreed Activities shall remain the property of EF.

2. Save as provided otherwise in these conditions of delivery, the Goods shall be for the account and risk of Client from the time of Delivery.

3. Where transfer of title to Goods is agreed, EF shall retain title to all Goods delivered to Client at any time on the basis of any Contract for as long as it has any claim on the basis of any Contract.

Article 6 - Materials and/or services delivered by Client

1. All goods, drawings, models, descriptions etc. supplied to EF by or on behalf of Client in connection with the agreed Activities shall at all times be for the risk of Client.

2. EF may charge Client for the costs of storage and management of goods, drawings, models, descriptions etc supplied by Client.

3. Client is obliged to ensure that goods, drawings, models, descriptions etc. supplied by or on behalf of Client to EF in connection with the agreed Activities are sound and comply with applicable safety and other requirements. Should the aforementioned goods fail to comply, Client shall be fully liable for any resulting damage.

4. EF shall not be liable for the consequences of errors in goods, drawings, models, descriptions etc. provided by or on behalf of Client.

5. EF shall be under no obligation to warn Client of errors or defects in goods, drawings, models, descriptions etc. provided by or on behalf of Client.

6. EF shall take proper care, as behoves a good custodian and user, of any goods, drawings, models, descriptions etc. that Client entrusts to it for use or processing.

7. Client shall indemnify EF against all damage it suffers due to the actions or omissions of subordinates and non-subordinates working for or acting under the instruction of Client and who have been engaged at the request of Client for the performance of the Contract.

Article 7 - Delivery to locations other than the EF location

1. Where EF is required to deliver Activities and/or Goods at or to locations other than its own location, Client shall be obliged:

a. to ensure that EF is provided with:

- all necessary information relating to the location where delivery is to take place;

- all requisite drawings and, where applicable, regulations of institutions such as the exhibition organiser, building manager, fire service etc., which may be relevant to the delivery or deliveries;

b. to ensure supply of correct times and dates for construction, assembly and dismantling and/or deliveries;

c. to ensure timely application for and provision of the requisite utilities and permits;

d. to provide any necessary entry permits for the location where delivery is to take place;

e. without prejudice to the foregoing, to generally ensure that EF is able to deliver its Activities and/or Goods unimpeded in the agreed manner, at the agreed location and at the agreed time.

2. Should accessibility for motorised transport at the location where EF is to deliver its Goods and/or Activities change after conclusion of the Contract, any additional costs thereby incurred shall be for the account of Client.

Article 8 - Carriage

1. Unless provided otherwise elsewhere in the conditions of delivery, loading and unloading, transport and discharge of Goods shall be for the account and risk of EF. If carriage paid has been agreed, the most inexpensive manner of transport

shall be used at all times. The costs of consignments sent by means other than carriage paid shall be for the account of Client.

2. Acceptance of the Goods by a carrier shall constitute proof that the packaging was in good condition, irrespective of the absence or presence of a record on the waybill or receipt. EF shall at no time be liable for damage caused as a result of stoppages or delays in the transport of Goods.

Article 9 - Payments

1. The 1st payment, being 25 % of the order, shall be effected at the time of the order this payment is not redeemable in any circumstance, it is not held as a deposit but a firm order placement.

2. The final payment shall be effected 8 weeks prior to delivery instalments can be arranged for payment leading up to the eight (8) week deadline.

3. Should Client fail to pay within the prescribed payment periods, the order shall cease to be valid and EF shall not credit the 1st payment.

4. Payment shall be used in the first instance to cover costs incurred and interest and thereafter shall be deemed to be cover payment of the oldest outstanding invoice.

5. Should such a situation arise, Client hereby grants permission to EF or one or more persons designated by EF to take back delivered Goods, whether they have been processed or otherwise, which are the property of EF and to that end to enter the buildings and/or premises of Client, or the location where the Goods have been deposited, without further consent or notice. Any costs arising therefrom and any consequential damage shall be for the account of Client. If so requested by EF, Client shall confirm in writing to Suppliers/third parties the authority vested in EF on the grounds of this Article 9 (4). Client indemnifies EF against all damages suffered by EF and/or third parties as a result of taking back the Goods.

6. Invoices worth under EUR 90 may be increased by costs incurred by EF in administration and/or processing.

Article 10 - Right of retention

EF shall be entitled to suspend delivery of Goods until such time as Client has paid all EF invoices relating to performance of the Contract or Contracts, regardless of the Goods or Activities to which the said Contract relates or Contracts relate.

Article 11 - Delivery dates

1. A delivery date indicated by EF shall not be deemed to be a strict deadline. Should the delivery date be exceeded, EF shall in no circumstances be obliged to pay any form of compensation, except in the event of an intentional act or gross neglect on the part of EF.

2. Where a strict deadline is agreed and exceeded for reasons attributable to Client, EF shall be entitled to claim payment for Activities already performed and costs already incurred.

Article 12 – Termination of Contract

1. The Contract shall end *ipso jure* without any further written notice if and as soon as Client applies for a suspension of payments or is declared bankrupt, discontinues its business (temporarily or otherwise) or is dissolved and/or actually wound up.

2. Client may, where a permanent obligation exists, terminate a Contract prematurely, in writing, observing a notice period of 3 months calculated from the first day of the month and subject to the obligation to pay compensation for any losses suffered or loss of profit as a result of the termination, at the discretion of EF.

Article 13 - Collection

If, despite requests from EF, Goods are not collected by Client, Client shall compensate EF for all costs related to storage etc.. EF is not obliged to continue storage if Goods are not collected.

Article 14: Liability

1. Any liability on the part of EF is limited to:
a. the invoice amount or, at the discretion of EF
b. the value of the agreed Activities; or, at the discretion of EF,
c. the amount paid by EF's insurer on the grounds of the relevant EF insurance policy if the insurer pays compensation for the damage.

2. Without prejudice to the provisions of English Law, Consumer Act 1976 the right to compensation shall in any event lapse 12 months after the incident in which the damage is directly or indirectly caused and for which EF is liable. Consumer purchases shall be subject exclusively to the prescription period provided for in the Consumers Act 1976.

Article 10 - Deviation

1. Any minor deviations in the quality, colour, hardness, glaze, thickness etc. of the Goods shall not entitle Client to compensation, reduction of the agreed price, rental, replacement or repair or to reject the Goods.

2. With respect to assessments of compliance by the Goods with quality requirements, the average result achieved in random tests shall be conclusive.

Article 16: Force majeure

1. Force majeure shall be understood to include all incidents which are beyond the control of EF, as a result of which EF cannot reasonably be expected to execute or continue execution of an order, such as war, mobilisation, blockage of roads, waterways or airways, strike, stoppage of supplies by public utility companies and/or non-compliance by Suppliers/third parties with their obligations to EF.

2. In the event of Force Majeure, EF may, at its own discretion, dissolve/terminate the Contract without any obligation to pay compensation to Client.

Article 17: Intellectual property rights

1. Where during performance of the Contract, EF complies with a request by Client to use items

supplied by Client that are protected by an intellectual property right, Client guarantees that such use does not infringe the intellectual property rights of Suppliers/third parties and Client indemnifies EF against claims by Suppliers/third parties in this regard.

2. The intellectual property rights on Goods designed by EF such as sketches, drawings, photos, models and the like shall remain vested in EF unless agreed otherwise in writing.

Article 18 – Additional work

Save in circumstances in which the Contract or a part of the Agreed Activities qualify as a contract for work (within the definition of Consumers act 1976), EF shall at all times be entitled, without requiring the consent of Client, to payment for additional work over and above the agreed Activities for the agreed price, if that additional work is due to additions or changes made by Client to the agreed Activities.

Article 19 – Complaints by Client

1. Where Goods are sold (other than a consumer sale), Client may not claim that delivery does not conform to the Contract, unless Client duly notifies EF in writing, with reasoning, within 1 week after it has discovered or reasonably ought to have discovered this.

2. Where Goods are leased, Client shall duly notify EF in writing of any defects it discovers in the Goods, within 2 days of discovery of such defects. In the event of late notification, Client shall be obliged to compensate EF for damage resulting from failure to notify or failure to notify in a timely manner and the right of Client to compensation for the costs of repair shall lapse. The rights of Client to rental reductions or damages shall lapse in the event of failure to notify or failure to notify in a timely manner, unless EF was aware or ought to have been aware of such

defects at the time of concluding the Contract.

Article 20 - Applicable law

1. These conditions are applicable to all Contracts and all legal relationships between EF and Suppliers/third parties. These conditions are also applicable to supplementary Activities and follow-up Activities performed for Client. Client is deemed to be familiar with these EF delivery conditions.

2. Any dispute between Client/Supplier/third parties and EF shall be governed by the law of the England and Wales. Any disputes shall be heard exclusively by the competent court in United Kingdom.

3. In the event of a conflict between the conditions applied by Client and/or the general terms and conditions applicable to the Contract and these delivery conditions, the latter shall prevail. In the event of a contradiction between the Contract and the delivery conditions, the Contract shall prevail.