

General terms and conditions of kubix plc concerning legal relations with clients

Gesellschaft mbH zur
Entwicklung und Produktion
temporärer Bauten u.a.

1 General area of application

- 1.1 Deliveries and services of kubix plc (hereinafter to be named kubix) are to be governed exclusively by these general terms and conditions; contradictory terms or requirements of the client that diverge from these terms and conditions will only be valid if kubix confirms these in writing.
- 1.2 The general terms and conditions of kubix are only valid in regard to contractors.
- 1.3 The general terms and conditions of kubix will also be valid for any future business arrangements with the client.

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2 Documents

- 2.1 Offers made by kubix are not binding; the same is true for dimension and weight measurements as well as other service particulars.
- 2.2 In the event offers made by kubix are elaborated in adherence to the details given by the client and the documents made available by the respective exhibition management, kubix does not assume any liability for the accuracy of the received specifications, unless their flawed and ineligible nature either remains deliberately unrecognised or is due to gross negligence.
- 2.3 The copyright of all offers, plans, sketches, drawings, and assembly documents, as well as descriptions of event concepts, unless otherwise agreed, remain legal property of kubix in fact even if handed out to the client. They are to be treated confidentially in accordance with the terms of § 18 of the German Fair Trade Law.

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3 Conclusion of contract

- 3.1 The contract comes into effect upon written confirmation of the order. If not refused within one month after receipt, issued orders are considered as confirmed.

4 Terms of payment

- 4.1 All prices are quoted ex works, packaging not included, unless otherwise agreed.
- 4.2 VAT is not included in the price. It is to be shown separately on service provision to the current legal rate.
- 4.3 Unless otherwise agreed, invoices are due within 14 days after receipt of invoice strictly net.
- 4.4 In case payment requests are not complied within 30 days after receipt of invoice, no further reminder will be issued. Damages for delay are subject to legal terms.
- 4.5 The client is entitled to offset payment only in case of counterclaims that are legally confirmed, undisputed and acknowledged by kubix. The client only has the right of retention if the counterclaim is based on the same contractual relation.
- 4.6 In the event of delayed payment whilst payment by instalments is agreed upon, and the outstanding amount equals two instalments, kubix is either authorized to immediately charge the remainder or to withdraw from the contract.

5 Delivery

- 5.1 Binding delivery appointments or deadlines require an explicit written agreement. Incidentally the delivery dates and deadlines stated by kubix are without engagement.
- 5.2 The adherence of binding delivery dates and deadlines implies that the client properly meets his contractual liabilities and his obligation to co-operate on time. kubix reserves the right to object to unfulfilled contracts. In case of a client-side default of acceptance, or the non-compliance of contractual obligations, kubix is entitled to demand reimbursement for any related losses and/or additional expenses. Further requirements are subject to change.
- 5.3 Delayed delivery due to act of god or due to incidents that might either considerably hinder the delivery or make it impossible, kubix is most exceptionally entitled to not adhere to binding contractual deadlines.

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6 Freight and packaging/ transfer of perils

- 6.1 The forwarding of goods will be accomplished uncovered unless the client requires a transport insurance. In that case kubix will take out a transport insurance on behalf of the client who will bear the costs.
- 6.2 On dispatch of the goods to the recipient the danger of accidental perishing or deterioration of the goods devolves to the client.
- 6.3 In case the client requests kubix to have his exhibits forwarded the above mentioned regulations will respectively be valid.

7 Receipt / delivery

- 7.1 Approval and surrender of items is effected formally and immediately upon completion. The client or his delegate is committed to be present at the handover. It is generally accepted that under particular circumstances a handover time can also be set one hour prior to the start of the event.
- 7.2 Any outstanding partial services or notified defects will be completed or repaired asap. Provided that the function of the contractual object is not considerably impaired, the client is not entitled to refuse receipt.
- 7.3 In the event of the client using the service or part of the service without previous formal receipt, the receipt will be considered effected by usage.
- 7.4 In the event kubix leases out property to the client, kubix requests the rental object to be handed over formally and immediately on conclusion of the event. The client is either obliged to be present at the handover or to send an authorised representative.

8 Guarantee - liability

- 8.1 The guarantee acts in accordance with the standards regarding service contracts stipulated in the german civil code. In case of rental or lease accords with rental contract laws.
- 8.2 Warranty for defects on delivery of goods calls for the proper completion of all due examinations and obligations in accordance with § 377 of the german commercial code.
- 8.3 In the event of an incomplete delivery or service, kubix is entitled to choose the form of supplementary performance either in the form of remedial action or the delivery of a new, properly functioning item. If supplementary performance fails, the client may reduce the agreed price or withdraw from the contract.

9 Retention of title

- 9.1 Unless all outstanding accounts resulting from the business relation are settled, kubix reserves the right of ownership of the delivered goods.
- 9.2 As long as the ownership has not yet devolved to the client, it is understood that he is obliged to handle the goods with the utmost care.
- 9.3 Has not yet officially been handed over, the client is obliged to handle the goods with the utmost care. If the delivered goods are seized or exposed to any interference by a third party, the client is committed to inform kubix of this issue immediately in written form. Insofar as legal and extrajudicial costs being incurred upon kubix through the filing of a lawsuit against the third party in accordance with the terms of § 771 of the civil process order, the client is obliged to reimburse kubix for the costs.

10 Copyright and legal right of use

- 10.1 The copyright concerning all plans, sketches, drawings, documents of assembly, descriptions of concept as well as descriptions of exhibition and event concepts etc. Remain legal property of kubix also in the event of these items being handed over to the client. They are committed to the client in accordance with the terms of § 18 of the german fair trade law. An endorsement of rights over and above those contractually required, regardless of whether particular protective rights (for example copyright) exist or not, requires explicit agreement in writing. Hereinafter, the client is obliged to omit any other utilisation in all forms, especially duplications and distributions, dissemination to a third party or the direct or indirect reconstruction, unless these actions are essential for fulfilling of contract.

- 10.2 It will be assumed that the client has breached his obligations according to paragraph 1, if he carries out an exhibition or event that essentially correspond with the plans and concepts of kubix. The client remains at liberty to evidence otherwise.

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11 Offset payment and assignation

11.1 The client is not entitled to offset payment during contested and not legally recognised counterclaims. The same is true for exercising a right of retention.

11.2 The rights of the client concerning this contract are only transferable with the prior agreement of kubix.

12 Place of jurisdiction - place of performance

12.1 Place of jurisdiction is berlin.

12.2 Place of performance are the business premises of kubix plc, unless otherwise specified on the order confirmation.

12.3 German federal law applies to the exclusion of the unconvencion on contracts for the international sale of goods.

13 Final provisions

13.1 Should any individual conditions be invalid, either wholly or in part, the efficacy of the validity of the other conditions will not be affected.

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