

General Terms and Conditions of Business

Validity of General Terms and Conditions

All supplies, services, offers, confirmations of orders and agreements take place exclusively on the basis of these Terms and Conditions. They shall also apply to future business relationships even if they are not, once more, explicitly agreed. These Terms and Conditions are considered accepted at the latest upon receipt of the services provided. Customers' terms and conditions, that contradict these Terms and Conditions, shall not be applicable. Nor are they applicable in the event that we do not, upon receipt, explicitly declare them to be inapplicable. Our representatives empowered to conclude agreements are only authorized to make written agreements. Oral statements, in particular in regard to the duration and nature of the performance, must be confirmed in writing to be valid.

Offers and Conclusion of Agreements

All offers are non-binding and are subject to confirmation. Contractual obligations only arise through our confirmation of an order or by the signing of a contract of works. We reserve ourselves a period of 14 days of the acceptance of an order, the period to commence upon the receipt of the order. Drawings, illustrations, measures, weights or other data relevant to our service performance are only binding if explicitly agreed in writing.

Prices

If not otherwise stated, the prices contained in our offers are binding on us for a period of 30 days beginning with the date the offer was issued. Otherwise the applicable prices are those stated in the confirmation of the order plus the legal VAT.

Additional supplies and services shall be charged separately. The stated price is the net price "ex works of manufacturing plant or shipping warehouse" and does not include packing, shipment, postage, insurance etc. Nor does the price include the rental of the exhibit floor area and the ancillary costs thereof.

Floor Surface Configuration and Assembly

The floor surface on which the stand is to be assembled must be freely available to us and suitable for the purpose; necessary utilities such as water and electrical supply must be completed. The floor must be sufficiently even as to allow the erection and assembly of the exhibition stand taking in consideration the usual height adjustability of the stand supports. In the event that there are uneven areas, deposits or holes within the stand area, we shall have the option of leaving it in this condition or either through ourselves, or by commissioning the exhibition organiser, to undertake remedial work to smooth the surface. The costs of this work shall be invoiced separately by us or the organiser. We shall not be liable for the defective laying flooring covering through the poor state of the floor surface. The customer shall warranty the availability of a suitable floor surface.

Period of Delivery and Performance

Unless the organiser has stipulated a different time, the time for performance and delivery is that stated in the confirmation of the order, usually 18.00 on the day before the opening of the exhibition. We reserve the right, however, to carry our minor remaining work up to the time of the opening of the exhibition or trade fair so long as such works do not significantly interfere with the customer putting the stand into operation. The disassembly of the stand shall take place from the time the exhibition is closed, meaning that the customer or exhibitor is to remove its fittings and materials from the stand directly after the end of the exhibition allowing the disassembly to be carried out without delay interference. In the event that we have to remove, disassemble or pack articles, materials or exhibits of the customer or exhibitor, we shall issue an invoice for the cost thereof on the basis of the effort involved. Articles provided by us for use by the customer shall be returned in a good, and in particular, a clean condition. In the event that walls units have been damaged by the mounting of pictures or exhibits or by the use of adhesives that leave behind a residue, and can no longer be used by us, we shall invoice the customer for the replacement value. Where the exhibition stand is to be available for a longer period before or after the event, the confirmation of the order must carry a notice indicating this requirement. If by reason of force majeure – e.g. strikes, governmental order, delayed transport for which we are not responsible – and the completion in good time of the order/exhibition stand is not possible the customer shall be promptly informed. The customer is entitled to cancel the agreement immediately. The customer shall reimburse us for proven costs already expended. Claims of the customer for compensation on the grounds of failure to comply with agreed delivery dates are excluded unless the delay is the result of our, or of our legal contractors, gross negligence or wilful breach of contractual obligations.

Warranty and Liability

The claims of the customer for any defects in the work, or in an article, are limited to the right of renewed performance. This is fulfilled by the removal of the defect at the cost of the customer. In the event that the renewed performance is not successful, the customer has the right to demand a reduction in price or to cancel agreement. This is subject to a limitation period of one year starting from the time of acceptance. The customer has, promptly after performance is rendered, a duty to inspect and accept the work in the event that there are no significant defects. Defects detected during this inspection must be reported without delay, in order that renewed performance can be achieved prior to the beginning of the exhibition. Putting the functioning exhibition stand into services shall be considered as acceptance. Liability for injury caused to persons and for which we, or our legal contractors, are responsible remains unaffected by the foregoing exclusions as does liability for gross negligence or for wilful breach of contractual obligations by the same.

Sub-Contractors

For the purpose of fulfilling our obligations of delivery and performance, we are entitled, at our own discretion to use third party contractors insofar as we deem this to be necessary.

Insurance

The customer is obliged to make provision for exhibition Insurance for the purpose of insuring those items provided for its use by us, on a temporary basis, the insurance to cover the period from 18.00 on the day before the exhibition until 7.00 on the day after the end of the exhibition. The customer shall, for the aforementioned period, assume the contractual allocation and the duty of care and safe-keeping of the items provided to it by us. The customer shall be liable, to an amount equal to that of the insurance sum stand by us, for damage for which it or its contractors are responsible regardless of whether or not this damage is covered by its insurance provisions. Where there is a corresponding written agreement to this effect, we shall arrange the exhibition insurance both for the items provided to the customer by us as well as for the customer's own property. In relation to transportation arranged or undertaken by us, we shall, at the cost of the customer, arrange insurance for the transported goods, the insurance cover being the value of those goods when new.

Property Rights

Designs, plans, drawings and manufacture and assembly documentation remain our property together with their associated rights. The transfer to property rights and rights of use together with the rights to reuse, copy or reproduce requires our permission. Changes may only be made by persons authorised by us. We are entitled to attach our name to the aforementioned documents and to use these for commercial purposes. Where our performance is based on designs or drawings provided by the customer, the latter shall warranty the non-infringement of third party property rights. The customer is obliged to pay compensation for damages, and to indemnify us from claims for damages, there third party property rights have been infringed.

Conditions of Payment

The payment obligations of the customer shall be settled as follows: 40% when placing the order, 60% with final invoice. If the customer defaults on the part payment we are entitled to refuse further performance.

Set-off, Refusal of Performance

Set off or the exercise of a right of retention or right to refuse performance on the part of the customer is only permissible where it has an undisputed claim or it has a legally binding determined counter-claim.

Reservation of Title

All transfers of title which form the contractual obligations of this agreement are only made on the condition that all of our claims arising out of the business relationship with the customer have been settled. Within the normal course of its business, the customer is entitled to resell items where the title is reserved. The customer's claims to payment through the sale are assigned to us to an amount equal to that of the final invoice (including VAT). This assignment applies regardless of whether the sale is made with or without reworking of the items sold. The customer remains entitled to collect payment even after assignment. Our right to collect payment ourselves remains unaffected. We undertake to refrain from collection of the payment, however, as long as the customer settles its accounts with us from the money collected, is not in default of payment nor, in particular, is the subject of an application to commence insolvency proceedings or an order of cessation of payments.

Severability Clause

In the event that any provision of these Terms and Conditions are wholly or partially legally invalid, or ineffective, the remaining provisions shall remain unaffected thereby. Using our own reasonable discretion, we are entitled in this case to replace the invalid or ineffective provision with one that most closely resembles it. The same apply in the event that a circumstance exists for which no provision has been made.

Place of Performance and Jurisdiction

The place of performance is the registered office of bluepool GmbH. All legal disputes shall be heard by the country court Stuttgart. The court with jurisdiction shall be determined by the location of bluepool GmbH's registered office. The law of the Federal Republic of Germany shall apply to these Terms and Conditions and to the entire legal relationship between the parties.

bluepool GmbH
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