

Terms and Conditions of ExLab – Expo & Design Lab UG (in formation)

1. General Provisions, Scope

1.1 General, Scope of Application

These Terms and Conditions apply to all business relationships with our customers, for all offers, deliveries, and other services. Our terms and conditions apply exclusively; we do not recognize any opposing or differing conditions of the customer unless we have expressly agreed to their validity in writing.

1.2 These Terms and Conditions particularly apply to the temporary provision of exhibition stands and related equipment, regardless of whether the stands are built in system construction or as custom-made products. Our other services, such as workshops, coaching, and IT services, are also governed by these Terms and Conditions.

1.3 Legal declarations and notices that the customer gives to us after the conclusion of the contract must be in writing to be valid.

2. Offer, Order Acceptance

2.1 The prices stated in our offers are non-binding and may be revoked at any time before the order is placed.

2.2 Unless indicated otherwise in our offers, the items listed are solely rental items provided by us.

2.3 Specifications of the offered items (e.g., dimensions, weights, technical data) and their drawings are descriptions and are only approximate. Usual deviations and the replacement of components with equivalent parts are allowed as long as they do not impair the use for the contractual purpose.

2.4 The customer's order constitutes a binding offer, which we can accept within 14 days of receipt. The contract is concluded when we send an order confirmation or invoice (based on the customer's order) to the customer.

3. Prices, Payment Terms

3.1 All prices are subject to VAT applicable on the date of invoicing.

3.2 Unless agreed otherwise, the costs for technical connections (e.g., electricity, water, suspension systems), approval procedures (e.g., statics), or any other costs charged by event organizers, venue operators, or shipping companies are not included in the price.

3.3 Payment of the invoice is due immediately upon receipt, no later than four weeks before the official setup begins, unless otherwise agreed. The payment date is the date it is received by us.

3.4 We reserve the right to apply surcharge fees for last-minute orders or changes. The relevant deadlines can be found in the offer documentation.

3.5 Furthermore, we reserve the right to charge a flat fee of €200.00 plus VAT for each change after the third revision. After setup begins, changes to the booth layout will only be made subject to feasibility and with additional costs.

4. Termination of Contract

4.1 If the customer cancels the order more than five weeks before the setup begins, without having a right of withdrawal, they must pay a compensation of 25% of the order value (plus VAT). For cancellations three weeks before setup begins, the compensation is 75%, and after that, it is 100% of the order value. Only cancellations in writing will be considered timely.

4.2 The customer may request a reduction of the compensation if they can prove that we have incurred only lower costs. The value of any saved costs and any benefits we obtain from the re-use of services can be deducted.

4.3 We are entitled to withdraw from the contract if the customer has not made payments due

under this contract, and after we have given a 5-working-day deadline for payment, the payment is still not received. We are also entitled to withdraw from the contract if the customer violates an obligation arising from this contract concerning our rights, assets, or interests, and continuing with the contract is no longer reasonable for us. In all these cases where the customer caused the reason for the termination, the assertion of further claims, particularly for damages, is reserved.

5. Delivery Time, Acceptance

5.1 Our adherence to delivery time and performance obligations is contingent on the timely and proper fulfillment of the customer's duties. This includes the timely submission of all documents to be provided by the customer, the timely clarification and approval of plans, no construction-related obstructions, adherence to agreed payment terms, and other obligations of the customer. If these conditions are not met on time or in full, the delivery deadline will be extended appropriately.

5.2 The completion and handover of exhibition stands and/or other agreed services will take place according to the agreement or in time for the services to be available at the start of the event. We reserve the right to complete minor remaining work up until the event opening, provided this does not significantly affect the customer's ability to use the booth.

5.3 The customer is obligated to accept the delivery if we have fulfilled all contractual obligations. An acceptance protocol must be created and signed by both parties. Any defects must be noted.

5.4 The booth is handed over clean. The customer is responsible for daily cleaning thereafter.

6. Warranty for Defects, Liability for Damages

6.1 The contract subject or parts thereof are not necessarily new. Minor signs of use are therefore not considered defects. This also applies to material-specific color and surface deviations.

6.2 In the case of defects, we provide warranty through repair or replacement delivery, at our discretion, if a timely notice of defect is given. If the repair or replacement delivery fails twice, the customer reserves the right to demand a discount or cancellation of the contract. This also applies if we refuse to remedy the defect or make subsequent delivery due to disproportionate costs.

6.3 We are liable for damages resulting from the violation of life, body, or health in accordance with statutory provisions. We are also liable for damages based on statutory and contractual claims in cases of intent and gross negligence. For damages caused negligently in the violation of an essential contractual duty, we are also liable but limited to foreseeable damages.

6.4 We are not liable for exhibits and customer-owned materials. We are also not liable for items left behind at the booth. No warranties in a legal sense are provided by us.

7. Customer's Obligations, Liability of the Customer

7.1 The customer is obligated to handle the contract subject carefully. The contract subject may not be glued, nailed, painted, damaged, or modified in any way without our express written consent. Damaged or heavily soiled rental items will be charged to the customer based on the effort involved. Damaged wall panels of system stands will be charged at a unit price of €80.00 plus VAT.

7.2 The customer must inform us immediately of the loss or damage of the contract subject or parts thereof. They must take all necessary and reasonable measures to prevent damage or theft of the contract subject from delivery until it is returned to us.

7.3 The contractual relationship ends at the conclusion of the respective event, and dismantling begins immediately thereafter, unless otherwise agreed. The customer has the

duty of care and supervision regarding the entire contract subject from delivery until two hours after the event ends. If the customer violates this duty of care and supervision, they must compensate us for the resulting damage.

7.4 The customer is liable for damage or loss of the contract subject according to statutory provisions. The customer is liable for all losses and damages to the contract subject caused by them, their employees, agents, or their exhibits and equipment. They shall reimburse all necessary expenses for repair or replacement of the rental items, up to their value at the time of delivery.

8. Retention of Title

8.1 The goods remain our property until all claims arising from the contract, including future claims, have been fully paid. The customer is not entitled to resell, pledge, or assign the goods as security until the full payment of all claims.

8.2 In case of attachment or seizure by third parties, the customer is required to inform us immediately to enable us to protect our rights.

9. Confidentiality

9.1 Both parties agree to maintain strict confidentiality regarding all commercial, technical, or other confidential information exchanged during the course of this agreement.

9.2 The obligation to maintain confidentiality shall remain in effect even after the conclusion of the contract.

10. Force Majeure

10.1 In case of force majeure, such as strikes, natural disasters, war, or other unforeseeable events that are beyond our control, the delivery times and obligations will be extended appropriately.

10.2 If performance of the contract becomes impossible or unreasonable due to such events, we have the right to cancel the contract without any liability to the customer.

11. Data Protection

11.1 We will process the customer's data in accordance with applicable data protection laws and regulations. The customer consents to the processing of their personal data for the purpose of fulfilling the contract and for marketing purposes, where applicable.

11.2 The customer has the right to access, correct, and delete their personal data as specified by data protection laws.

12. Final Provisions

12.1 Any changes or additions to this contract require written form to be valid. This also applies to the amendment or cancellation of the written form requirement.

12.2 The law of the Federal Republic of Germany applies. The place of performance for all obligations under this contract is our registered office.

12.3 If one or more provisions of these Terms and Conditions are or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that comes as close as possible to the economic intent of the original provision.

12.4 The customer agrees to submit to the jurisdiction of the court at our registered office for any disputes arising out of or in connection with this contract.

13. Applicability

13.1 These Terms and Conditions apply to all business relationships between ExLab – Expo

& Design Lab UG and the customer from the date of their application.

13.2 The customer declares that they have read and understood these Terms and Conditions and agrees to be bound by them.