

## General Terms and Conditions of WUM Brand Spaces GmbH & Co. KG

### 1 Contractual Basis

- 1.1 All orders awarded to the ("Contractor") are based on these General Terms and Conditions ("GTCs"), even if the Contractor does not confirm this on every occasion for subsequent orders. Orders are only accepted under these Terms and Conditions. Terms and conditions of the client which deviate in whole or in part from these Terms and Conditions shall not be recognised unless they have been expressly agreed in writing. These Terms and Conditions also apply exclusively if the Contractor carries out the processing on behalf of the customer without reservation in knowledge of conflicting or deviating terms and conditions of the customer.
- 1.2 Deviations from these Terms and Conditions require a written agreement. The contract is concluded on the basis of these Terms and Conditions and our written offers or order confirmations.
- 1.3 Any standard references to the client's general terms and conditions are hereby contradicted.

### 2 Content of the contract

- 2.1 The content of the contractually owed performance arises from the accepted written offers or our order confirmations.
- 2.2 The prices listed are based on the project schedule planned by the Contractor. Changes, adaptations and additions which are not caused by the Contractor may result in additional costs, e.g. due to changes to quantities and dimensions, additional services, equipment or the expiry of dates and deadlines.
- 2.3 Unless otherwise indicated, all items are to be understood as rental items. In the case of follow-up projects, costs of a similar amount are to be expected (subject to price increases).
- 2.4 If additional services are required for unforeseeable reasons or at the request of the client, the Contractor shall submit a supplementary offer which indicates the effects which the expansion of the services will have on the remuneration and the deadline situation. The content of a supplementary offer shall become part of the contract if the client does not object in writing within five working days or, in urgent cases, does not do so immediately.
- 2.5 Costs for which the Contractor is not responsible, regardless of whether they arise through the fault of the client or a third party, e.g. delayed delivery of registration documents/data, missing specifications for construction and visualisation, unforeseeable waiting times for delivery or collection relating to the exhibition space, waiting times during assembly and dismantling for forklifts, work platforms, empty and full storage, transport costs on site, etc., shall be charged to the client against proof. The same applies to the expiry of deadlines, e.g. for hiring, delivery of print data, approvals, trade fair registrations (especially in the case of the late transfer of access data to the organisers' online portals), etc.

### 3 Offer, offer and design documents

- 3.1 If offers are prepared according to the information provided by the client and/or the documents and information provided by the respective organiser, the Contractor is not contractually obliged to review them. If the Contractor nevertheless recognises the incorrectness or incompleteness of the information and/or documents received, it shall report this immediately.
- 3.2 Unless otherwise expressly agreed in writing, offers, plans, drafts, drawings, production and assembly documents and descriptions of concepts remain the property of the Contractor, along with all rights, even if they have been handed over to the client. To this extent, they are business secrets of the Contractor within the meaning of Section 2 (1) 1 of the Trade Secrets Protection Act (GeschGehG). The client must obtain the express written consent of the Contractor before passing them on to third parties. They are to be returned to the Contractor free of charge upon request.

- 3.3 If there is a difference between the graphic representation of the stand and the information contained in the offer, the written offer is binding.
- 3.4 Information in the presentations and offers are subject to the stand construction permit and any static calculations and permits required by the trade fair/organiser. If this approval is not granted, the Contractor reserves the right to make conceptual and structural changes which are subject to a fee. The Contractor also reserves the right to make any changes to the design.
- 3.5 All expenses incurred due to the requirements of the organiser/trade fair (e.g. costs for structural analyses, verification statics, proof of stability, extended construction or dismantling, any permits, reinstatement of the hall floor through drilling, disposal and waste disposal, etc.) are, unless otherwise shown, not included in the offer and shall be charged on a time and material basis.

### 4 Conclusion of contract

- 4.1 The contract is concluded upon receipt of the Contractor's written order confirmation or the start of the execution of the order. The contract is also concluded if the client pays a down payment which the Contractor accepts as such, or if the Contractor begins to fulfil the contractual services to the client without objection.
- 4.2 All claims against the Contractor which are subject to the knowledge-dependent, regular limitation period generally expire one year from the start. This does not include claims for defects by consumers or claims for damages due to injury to life, body or health and/or claims for damages due to damage caused by gross negligence or intent. The statutory limitation periods apply in this respect.

### 5 Prices

- 5.1 The offer prices are only valid if the entire offer is commissioned and, in the absence of any deviating information, remain valid no longer than one month after the offer date.
- 5.2 The statutory sales tax is not included in the price. It is shown separately on the invoice at the statutory rate. All prices are ex works, place of production, warehouse or logistics warehouse and do not include packaging, freight, postage, insurance, etc.
- 5.3 Unless otherwise stated, the agreed prices apply for a period of six months from the preparation of the offer. After this six month period has expired, the Contractor is entitled to pass on to the client any unforeseeable price adjustments made by manufacturers, suppliers and trade fair organisers and any wage adjustments that become applicable after the aforementioned six months. The client can withdraw from the contract if the price exceeds the price when the contract was concluded by more than 10%. In this case, the Contractor is entitled to remuneration for the services provided up to that point, whereby the services provided also include claims by third parties which the Contractor has commissioned in reliance on the execution of the contract. Further claims by either party are hereby excluded.
- 5.4 If the commencement, progress or completion of the work is delayed for reasons which are not the fault of the Contractor, it is entitled to separately invoice the additional work thus incurred against proof of expenditure. The applicable rates for working hours (including travel and loading times), motor vehicles, material prices and other prices of the Contractor or a third party employed to carry out the order which are valid for the Contractor on the date of execution are then decisive.
- 5.5 Services not quoted in the offer which are carried out at the request of the client or additional expenses resulting from incorrect information provided by the client or the organiser, transport delays through no fault of the Contractor, insufficient ground conditions, failure on the part of the client to observe or report the organiser's regulations, and third-party preliminary work carried out improperly or not according to schedule, insofar as these third parties are not the Contractor's vicarious agents, are also to be paid for by the client.

- 5.6 Services which are carried out on behalf of the client at its request or in its recognisable interest in proper contractual performance, in particular within the context of the planning and/or implementation of the client's participation in an event, must be remunerated by the client at cost. For amounts disbursed or to be disbursed or services to be performed, the Contractor is entitled to charge a handling fee of 15%. The Contractor is entitled to outsource such services to third-party companies on behalf of the client. This includes, for example, the establishment of utility connections (e.g. electricity, water, internet) by the organiser or their vicarious agents.
- 5.7 All offers and prices are non-binding. All prices are subject to value-added tax.

## 6 Delivery time and assembly

- 6.1 If no explicit fixed date has been agreed for the start of execution or completion, the specified delivery date is only approximate.
- 6.2 If any changes or adjustments to the designs or plans are requested or carried out by the client after the conclusion of the contract, any firmly agreed delivery periods, in particular fixed delivery dates, shall lose their validity. The same applies to hindrances for which the Contractor is not responsible, in particular the non-timely provision of documents and materials by the client as well as changes to the set-up times by the organiser which are not to be compensated by the Contractor. If the Contractor is only able to compensate for construction time postponements in the interest of the client using additional staff and/or by incurring additional costs, the Contractor can charge for these expenses separately.
- 6.3 If disruptions to business operations occur for which the Contractor or its sub-suppliers or sub-contractors are not responsible, in particular in cases of force majeure, strikes and lockouts, and which, due to an unforeseeable and involuntary event, lead to serious operational disruptions, the delivery/completion period shall be extended accordingly. If the fulfilment of the contract becomes impossible due to the aforementioned disruptions, both parties are entitled to withdraw from the contract. In this case, the Contractor is entitled to remuneration for the services provided up to that point, whereby the services provided also include claims by third parties which the Contractor has commissioned in reliance on the execution of the contract, as well as all costs associated with the performance of the contract, such as cancellations, return transport of material, additional travel costs, etc. Further claims for damages are mutually excluded, provided that the client is not responsible for the disruptions.
- 6.4 If the client provides or books the exhibition and/or event rooms or areas, the locations shall be made accessible on the construction, dismantling and event days to employees and agents of the Contractor for the construction and dismantling of exhibition stands and stage structures, the installation of lighting and public address technology and stage rehearsals. Furthermore, all specifications and restrictions of the organiser shall be passed on to the Contractor in good time and in full.

## 7 Technical installations

- 7.1 Simple electrical connections shall only be provided for devices that the Contractor has delivered. Other electrical installations must be carried out by legally authorised installers. This also applies to power, water and compressed air connections.
- 7.2 Exhibition site costs such as the storage of full and empty containers, forklifts, scissor lifts, disposal and waste, on-site recycling and upper-level deliveries are not included in the offer and are billed directly or according to actual receipts. Stand cleaning is the responsibility of the client; basic cleaning for stand handover is included.
- 7.3 Utility connections, e.g. internet, water and electrical supply, suspension points for ceilings and/or rigging, sprinkler or smoke alarm systems, etc., as well as the associated fees and consumption costs, shall be arranged by the Contractor on behalf of and for the account of the client, but only after receipt of the order for the trade fair. Any associated costs, such as correspondence, separate planning, etc., shall be invoiced to the client by the Contractor separately at

cost. A processing period of at least 10 working days must be taken into account. Online and access data for order forms must be forwarded or communicated to the Contractor immediately upon receipt.

## 8 Freight and packaging/transfer of risk/prints

- 8.1 The Contractor's products always travel at the expense and risk of the client, unless otherwise agreed in writing. Any packaging requested and/or deemed necessary by the Contractor must be paid for additionally by the client.
- 8.2 Components owned by the client which are to be used in manufacture or assembly must be delivered free of charge to the factory or assembly point on the agreed date. Such parts shall be returned carriage unpaid from the factory or place of use at the risk of the client.
- 8.3 Unless otherwise agreed, all risk shall be transferred to the client when the goods leave the Contractor's premises or are made available to the client. This also applies in cases in which carriage paid delivery has been agreed.
- 8.4 If the goods ready for dispatch cannot be delivered for reasons which are the fault of the client, the risk shall be transferred to the client on the day they are ready for dispatch. The services of the Contractor are considered fulfilled after the notification of readiness for dispatch has been sent to the client.
- 8.5 If the client's exhibits are to be transported (together with the Contractor's equipment), the above-mentioned regulations shall apply accordingly.
- 8.6 Graphics are stored as dismantled, with no visual inspection. Material and paint manufacturers do not guarantee constant quality during storage. The Contractor is therefore unable to guarantee that they can still be used after the storage period.

## 9 Acceptance/handover

- 9.1 The acceptance or handover takes place formally and immediately after completion. The client undertakes to attend the acceptance date itself or to be represented by an appropriately authorised representative. In this respect, it is expressly recognised that in special cases, an acceptance time of one hour before the start of the trade fair is not inappropriate. The acceptance date shall be set by the Contractor according to the completion plan and shall be communicated to the client. Any waiting times incurred by the Contractor at the fault of the client or its vicarious agents, e.g. if the client arrives late, must be paid for additionally by the client.
- 9.2 Any minor, partial services still outstanding and the removal of defects shall be made up for or remedied as quickly as possible. If they do not significantly impair the function of the subject matter of the contract, they do not entitle the client to refuse acceptance. The retention of payments is only permitted proportionally.
- 9.3 If the client has used the service or part of the service without prior formal acceptance, the acceptance shall be deemed to have taken place upon use.
- 9.4 If the Contractor's services have been leased to the client, at the request of the Contractor the leased items must be formally handed over immediately after the end of the trade fair.

## 10 Special duties/duty of cooperation of the client

- 10.1 The client shall provide the Contractor with all necessary plans, graphic files, receipts and documents in good time and provide it with access to the information required for its work.
- 10.2 The Contractor is not responsible for the content of the services to be provided in the name and on behalf of the client. This applies in particular to the content of correspondence, telephone calls, messages and actions which are processed by the Contractor on behalf of the client or which the Contractor produces, forwards or undertakes on the basis of the contract with the client.
- 10.3 The Contractor does not check the legal admissibility of graphics,

motifs, advertising messages and claims.

- 10.4 The client shall pass on the technical or organisational information communicated to it by the organiser. It shall bear any additional costs that arise as a result of inaccurate information.
- 10.5 All information, dimensions and plans must be checked for correctness by the client. Any deviations, inconsistencies and concerns about the planned execution must be reported immediately.

## 11 Warranty

- 11.1 The warranty is based on the provisions for service contracts in the German Civil Code or, in the case of leased services, on the rental contract regulations.
- 11.2 The client can initially only request subsequent performance in the form of rectification as warranty. The type and manner of proper rectification is at the Contractor's discretion. The Contractor can make a replacement delivery at any time. The client can assert further claims, in particular claims for a reduction in price or withdrawal from the contract, if two attempts at rectification have failed due to the same defect.
- 11.3 The warranty does not extend to defects which arise for the client due to natural wear and tear, moisture, excessive heating, improper handling or improper storage. In the same way, the guarantee does not extend to insignificant deviations in shape, dimensions, colour or quality of the material, provided that the usability is otherwise unaffected.
- 11.4 The client is obliged to examine the contractual services immediately for recognisable defects, immediately notify the Contractor of any defects in writing and give it the opportunity to carry out the relevant investigations.
- 11.5 If the notice of defects is delayed or if provisos due to known defects or defects that were recognisable during a proper inspection were not made, the warranty claims are completely void.
- 11.6 The warranty claims shall also expire if the client makes changes itself or makes it difficult or impossible for the Contractor to identify and rectify the defects. This is usually the case with a notice of defects after the end of the trade fair for defects that occurred or became known during the trade fair.

## 12 Liability

- 12.1 Claims for defects and compensation in connection with the procurement of supplies and services from external companies carried out on behalf of the client are hereby excluded, unless the Contractor has violated its duty of care when selecting the external companies.
- 12.2 The Contractor is not liable for the exhibitor's goods unless safe-keeping has been expressly agreed in writing. In this case, the Contractor is only liable up to the level of the insurance payments, unless it is responsible for intent or gross negligence.
- 12.3 If the subject of contract is limited to planning and drafts, the Contractor is only responsible for ensuring that it is able to implement the planning and drafts accordingly. Further claims are hereby excluded.
- 12.4 Business decisions and dispositions must not be made on the basis of free advice, information or other free services. We are not liable if any such services are nevertheless used.
- 12.5 Claims for compensation for damages of any kind, including damages which do not relate directly to the delivery item itself, for example due to delay or breach of duty, are hereby excluded, unless the damages were caused by intentional or grossly negligent action or the culpable breach of an essential contractual obligation. In the latter case, the scope of the obligation to pay compensation is limited to damages which were foreseeable when the contract was concluded. Compensation for pure financial loss in the form of lost profit is hereby excluded. The limitation of liability applies to the same extent to the vicarious agents and assistants of the Contractor. Claims for damages from injury to life, limb and health as well as

claims under the Product Liability Act (Produkthaftungsgesetz) exist without limitation to the statutory extent.

- 12.6 The client is liable towards the Contractor for all items lent and rented to the client, including the exhibition stand, to the total amount of the restoration costs (in the case of repairable damage) or the amount of the replacement value (in the case of destruction or loss).
- 12.7 Valuables, exhibits, goods, etc. of the client must be removed from the exhibition stand or the rooms immediately after the end of the trade fair. The Contractor assumes no liability for loss or damage.

## 13 Force majeure

- 13.1 In the event of force majeure, such as war, strikes, terrorism, natural disasters, epidemics, confiscation, removal or restraint by a government, customs, authority or power, etc., the Contractor assumes no responsibility for delays and losses for the client.
- 13.2 If the Contractor or its agents fail to provide the contractual service as a result of force majeure or special events, all claims from this contract shall be void. In these cases, the Contractor retains the right to portions of the fee which have already become due, in addition to any verifiably incurred external costs in accordance with the payment plan. For services which were provided by the Contractor following the last installment due according to the payment plan, the Contractor is entitled to a fee corresponding to these services.

## 14 Insurance

- 14.1 For any kind of transport, the client's transported goods shall only be covered by insurance up to the amount of the new purchase value upon express, written instruction and at the client's expense. If the client fails to take out or arrange for insurance, the Contractor shall be released from any liability to the extent of the otherwise existing insurance payment.
- 14.2 Transport damage must be documented and reported to the Contractor immediately. If the goods are shipped, damage must be noted immediately on the waybill. In the case of rail transport, a railway official certificate of the damage must be requested and sent to the Contractor.
- 14.3 Unless otherwise agreed, the client's goods accepted by the Contractor for storage on the basis of a written confirmation shall be insured by the Contractor at the Client's expense for the duration of the storage at the amount of the new purchase value against fire, water damage and burglary.
- 14.4 The Contractor generally assumes no liability for the transport of the client's own exhibits and devices. The Contractor recommends taking out transport insurance.

## 15 Credit basis

- 15.1 The creditworthiness of the client is a prerequisite for the Contractor's obligation to perform. The Contractor is not obliged to provide the services if the client has given incorrect or incomplete information about its identity or the facts which determine its creditworthiness, if the client has stopped its payments, if insolvency proceedings have been initiated against its assets, if such proceedings have been rejected due to lack of assets or if their initiation has been requested by the client itself. In these cases, the Contractor can request advance payment or some other suitable guarantee of the claim for payment. If the client does not comply with this request, the Contractor can cancel the contract for good cause in accordance with Section 20 of these GTC or withdraw from the contract and demand compensation. With regard to the level of compensation, the provision under Section 20 (1) of these GTC applies.

## 16 Retention of title

- 16.1 All delivery items shall remain the property of the Contractor until all obligations arising from the contractual relationship between the parties have been fully met.

16.2 The client is not entitled to resell, convert or process the goods subject to retention of title without the express written consent of the Contractor. Irrespective of this, the client hereby assigns all claims from the resale of the goods subject to retention of title to the Contractor. The Contractor hereby accepts this assignment.

## 17 Property and usage rights

17.1 Drafts, plans and representations/renderings made by the Contractor are subject to the German Copyright Act (Urheberrechtsgesetz) in its latest version. Reprinting or copying the plans as well as the implementation of the plans (even in extracts) by third parties is not permitted. The Contractor reserves the right to use all drafts, plans and renderings, including the logos and images used as well as the visual representation of exhibits, for its own advertising and to use them without restriction for advertising purposes. This advertising use can be objected to in writing.

17.2 The client receives rights to use the contractual services of the Contractor only in a simple, non-transferable form and only within the scope of the order placed and to the extent necessary for its own use of the contractual services for the contractually agreed purpose. Plans, drafts, drawings, production and assembly documents, descriptions of concepts and descriptions of exhibition and event concepts, etc. remain the property of the Contractor, along with all rights, even if they have been handed over to the Client. These are business secrets of the Contractor within the meaning of Sections 2 (1) 1 GeschGehG. Any transfer of usage rights beyond those required to fulfil the contract and regardless of whether special protection rights (e.g. copyrights) exist or not, requires an express written agreement. The client undertakes to refrain from any other type of use, in particular duplication and distribution, passing on to third parties or direct or indirect replication, unless this is necessary for the fulfilment of the contract.

17.3 It shall be assumed that the client has violated the obligations of Section 17 (1 and 2) if it organises exhibitions or events which significantly coincide with the planning and concepts of the Contractor. The client is then free to provide evidence to the contrary.

17.4 In the event of a violation of the conditions set out in Section 17 (1 and 2), the Contractor is at least entitled to additional remuneration for the planning, design and conceptual services, the amount of which shall be based on the corresponding offer of the Contractor and, in the absence of an offer, according to the regulations of the fee schedule for architects ("HOAI"). Further claims for damages remain unaffected.

17.5 Furthermore, in the event of a breach of the listed obligation in the case of rental provision of the performance results, the Contractor is entitled to additional lump-sum compensation amounting to 80% of the fee agreed for the period of the offer, especially in the case of replicas. The client is at liberty to prove that the damage did not occur or not to the extent specified.

17.6 If the client hands over materials or documents for the manufacture of the subject matter of the contract to the Contractor, the client guarantees that it has the necessary rights for the implementation of the draft and design, which primarily include copyrights, rights of use, trademarks and design rights, but also all comparable rights of third parties, and that production and delivery of the work carried out according to its documents do not infringe any third-party property rights. The Contractor is not obliged to check whether the information and documents handed over by the client for production and delivery infringe third-party property rights. The client undertakes to immediately indemnify the Contractor against all third-party claims for damages which may be asserted or threatened and to pay for the damages resulting from the violation of property rights. In the event of a claim against the Contractor due to violation of such third party rights, the client undertakes to fully indemnify the Contractor against such third-party claims and reimburse the Contractor for all costs of legal defense. The client is also obliged to fend off unfounded third-party claims with regard to the rights mentioned above.

## 18 Payment terms

18.1 Invoices from the Contractor without a due date are due and payable immediately upon receipt of the invoice without deduction. The Contractor is entitled to make accruing claims due for payment at any time and to demand immediate payment. In the event of default in payment, the Contractor is entitled to demand the applicable statutory default interest and dunning costs. Deductions of any kind are excluded and deposits are not subject to interest.

18.2 The following payment plan is hereby agreed between the parties – unless otherwise agreed in individual contracts – according to the progress of the project and is due as follows:

- 40% of the agreed total remuneration as payment on account for design, planning, work, services in advance as well as payments on account to service providers or hotels, directly after signing the contract and according to the invoice,
- 30% of the agreed total remuneration no later than eight calendar weeks (receipt of payment) before the trade fair/event and according to the invoice,
- 20% of the agreed total remuneration no later than six calendar weeks (receipt of payment) before the trade fair/event and according to the invoice,
- 10% of the agreed total remuneration at the latest upon handover of the services or delivery and according to the invoice.
- The actually incurred additional or reduced costs shall be invoiced as soon as possible after the event period, immediately after determination and invoicing with service providers and suppliers, if necessary in several partial invoices, the last of which is referred to as the final invoice.

18.3 If the client does not meet its payment obligations or does not meet them properly, it shall not be entitled to use the services of the Contractor. In the case of the handover of the services or the exhibition stand as a loan, the client undertakes to return full possession of the services and materials or the exhibition stand to the Contractor immediately upon request.

## 19 Offsetting and assignment

19.1 Offsetting with contested counterclaims or counterclaims which are not legally recognised is excluded for the client. The same applies to the assertion of rights of retention.

19.2 The client's rights arising from this contractual relationship are only transferable with the prior consent of the Contractor.

## 20 Withdrawal/cancellation

20.1 In the event of withdrawal by the client, the Contractor can demand reasonable compensation for the services provided, including lost profits and its expenses, whereby the services provided also include claims by third parties which the Contractor has commissioned in reliance on the execution of the contract. Instead of the specific calculation of compensation for termination, the Contractor can assert the following flat-rate claim for proportionate compensation, taking the expenses usually saved into account. The flat-rate costs for early termination are:

- up to 25 calendar weeks before the start of the trade fair/event: 0% of the agreed fee
- up to 15 calendar weeks before the start of the trade fair/event: 25% of the agreed fee
- up to 13 calendar weeks before the start of the trade fair/event: 50% of the agreed fee
- up to 8 calendar weeks before the start of the trade fair/event: 60% of the agreed fee
- up to 6 calendar weeks before the start of the trade fair/event: 75% of the agreed fee
- from 4 calendar weeks before the start of the trade fair/event, 90% of the agreed fee
- thereafter 100% of the agreed fee.

20.2 The basis for calculation is the fee agreed with the client plus sales

tax minus the saved expenses (travel costs, accommodation, meals, etc.). The client is at liberty to provide evidence that no costs or costs lower than the costs indicated by the Contractor in the flat rate were incurred in connection with the termination. Furthermore, in the event of termination by the client, the Contractor is entitled to claim all third-party costs, cancellation fees, etc. incurred up to the time of termination in connection with the contract.

## 21 Confidentiality and data protection

- 21.1 The client undertakes to maintain confidentiality with regard to all information and processes which have become known in connection with the business relationship between the parties and the provision of the services, in addition to all received plans and documents. This also applies to all other internal matters of the contracting parties and other third parties involved.
- 21.2 It is hereby pointed out that within the context of and in connection with the business relationships, personal data, regardless of whether it comes from the client itself or from third parties, is processed within the meaning and permissible scope of the Federal Data Protection Act and the EU General Data Protection Regulation.
- 21.3 The Contractor's Data Protection Statement can be found at <https://brandspaces.wum.de/datenschutz/>

## 22 Place of performance and place of jurisdiction

- 22.1 The place of performance and place of jurisdiction for all disputes between the parties arising from the contractual relationship is the Contractor's registered office, Aschaffenburg, insofar as the client is a registered trader, legal entity under public law or special fund under public law. German law is decisive for the contractual relationship.

## 23 Press releases and miscellaneous

- 23.1 The contracting parties shall permit each other to issue press releases or to use orders as references. Upon request, the Contractor must be named in publications as the author and executing agency. Third-party property rights remain unaffected.
- 23.2 Both contracting parties undertake not to provide any third party with information about the agreed fee.
- 23.3 The Contractor is entitled to document the production on image and sound carriers of any kind and to distribute or publish all photos, videos and film recordings resulting from the contractual relationship, as well as other technical reproductions, for self-promotion or for editorial purposes, without restriction of the regional, material and temporal scope. The Contractor reserves the right to object to any use and distribution of image and sound carriers of any kind by the client or third parties beyond the scope of the contract.
- 23.4 The Contractor is entitled to document the exhibition stand and construction work on the stand using image and sound carriers of any kind and to distribute or publish all photos, videos and film recordings resulting from the contractual relationship, as well as other technical reproductions, for self-promotion or editorial purposes with no restriction of the regional, material and temporal scope.

## 24 Final provisions

- 24.1 No verbal collateral agreements have been made. Amendments and supplements to the contract, including non-individual changes to this written form clause, must be in writing.
- 24.2 If individual provisions are wholly or partially ineffective, this shall not affect the effectiveness of the remaining provisions. The ineffective provision is to be replaced by the contracting parties with an effective provision which corresponds to the economic sense and purpose of the contract.
- 24.3 The material and procedural law of the Federal Republic of Germany applies to all legal relationships between the client and the Contractor, excluding the conflict of laws. The application of the "UN Convention on Contracts for the International Sale of Goods (CISG)" is

hereby excluded.

- 24.4 Aschaffenburg is the sole place of jurisdiction for disputes arising from this contract between the Contractor and the client as a merchant, legal entity under public law or special fund under public law. This does not apply if the disputed claim relates to non-property law disputes, which are assigned to the local courts regardless of the value of the matter in dispute or if there is an exclusive place of jurisdiction. The Contractor reserves the right to take legal action at the general place of jurisdiction of the client.

*WUM Brand Spaces GmbH & Co.  
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