

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

### 1. Contractual Basis

- 1.1 All orders placed with the („Contractor“) are based on these General Terms and Conditions („GTC“), even if the Contractor does not confirm this again for each subsequent order. Orders are accepted exclusively under these conditions. General Terms and Conditions of the Client that deviate from these GTC in whole or in part are not recognized unless expressly agreed to in writing. These GTC apply exclusively even if the Contractor performs the work for the Client without reservation while being aware of conflicting or deviating conditions of the Client.
- 1.2 Deviations from these GTC require written agreement. The contract is concluded on the basis of these GTC as well as our written offers or order confirmations.
- 1.3 Form-based references to General Terms and Conditions of the Client are rejected.

### 2. Contract Content

- 2.1 The content of the contractually owed service results from the accepted written offers or our order confirmations.
- 2.2 Stated prices are based on the project flow planned by the Contractor. Changes, adjustments and additions that are not justified by the Contractor may cause additional costs, e.g., due to quantity and dimension changes, additional services, equipment, or the passing of deadlines.
- 2.3 Unless otherwise indicated, all items are to be understood as rental items. For follow-up projects, costs of similar amounts are to be expected (subject to price increases).
- 2.4 If additional services become necessary for unforeseeable reasons or at the Client's request, the Contractor will submit a supplementary offer showing the effects of the service expansion on remuneration and scheduling. Contents of a supplementary offer become part of the contract if the Client does not object in writing within 5 working days, or in urgent cases, not immediately.
- 2.5 Costs that are not caused or responsible for by the Contractor, regardless of whether they arise through fault of the Client or a third party, such as delayed delivery of registration documents/ data, missing specifications for construction and visualization, unforeseeable exhibition space-related waiting times during delivery or pickup, waiting times during assembly and dismantling for forklifts, work platforms, empty and full goods storage, local transport costs, etc., will be passed on to the Client with proof. The same applies to the passing of deadlines, e.g., for commissioning, delivery of print data, approvals, trade fair registrations (especially in case of delayed transmission of access data to organizers' online portals), etc.

### 3. Offers, Quotation and Design Documents

- 3.1 If offers are prepared according to the Client's specifications and/or documents and information provided by the respective organizer, the Contractor is not contractually obligated to verify them. If he nevertheless recognizes the incorrectness or incompleteness of the received specifications and/or documents, he will report this immediately.
- 3.2 Offers, plans, designs, drawings, manufacturing and assembly documents, as well as descriptions of concepts remain the property of the Contractor with all rights, unless expressly and written otherwise agreed, even if they have been handed over to the Client. They are business secrets of the Contractor within the meaning of § 2 Para. 1 No. 1 of the Trade Secrets Protection Act (GeschGehG). Before passing them on to third parties, the Client requires the express written consent of the Contractor. Upon request, they are to be returned to the Contractor free of charge.
- 3.3 In case of differences between the pictorial representation of the stand and the information contained in the offer, the written offer is binding.

- 3.4 Information in representations and offers is subject to stand construction approval and possibly necessary static calculations and approvals by the trade fair/organizer. If this approval is not granted, the Contractor reserves the right to make conceptual and structural changes subject to charges. Furthermore, all changes in construction remain reserved to the Contractor.
- 3.5 All expenses arising from organizer/trade fair requirements (e.g., costs for statics, verification statics, stand stability proofs, extended assembly or dismantling, any approvals, restoration of the hall floor through drilling, disposal and waste removal, etc.) are not included in the offer unless otherwise stated and will be charged according to effort.

### 4. Contract Conclusion

- 4.1 The contract is concluded with the written order confirmation of the Contractor or the beginning of order execution. The contract is also concluded when the Client makes a down payment that the Contractor accepts as such, or the Contractor begins fulfilling the contractual services to the Client without objection.
- 4.2 All claims against the Contractor that fall under the knowledge-dependent regular limitation period generally expire within one year from the beginning. Excluded from this are defect claims by consumers as well as damage compensation claims due to injury to life, body or health and/or damage compensation claims due to grossly negligent or intentional damage caused by the Contractor. In this respect, the statutory limitation periods apply.

### 5. Digital/Hybrid Implementation of Events

- 5.1 The parties agree that in case of problems that prevent the LIVE portion of the planned event from being implemented, e.g., legal prohibitions or an official order prohibiting events and/or gatherings for the intended event period, the LIVE components of the event will be converted by the Contractor into hybrid and/or digital elements with unchanged remuneration. When such a situation occurs, the Contractor will take all measures to ensure that the Client incurs no unnecessary additional costs and will immediately inform any involved third-party companies.
- 5.2 If rescheduling to a hybrid and/or digital staging of the event leads to additional costs, the Contractor will inform the Client. Upon approval by the Client, the communicated additional costs are to be borne by the Client. If agency and/or third-party costs are saved through digitization, the Contractor will pass these savings on to the Client.
- 5.3 Events that, in the opinion of both contracting parties, are designed to function or make sense exclusively as LIVE events may be cancelled in the cases mentioned in paragraph 1. In this case, the Client only has to bear the costs that have already been incurred by the Contractor up to the time of cancellation (e.g., planning costs, cancellation costs, etc.).

### 6. Prices

- 6.1 The offer prices are only valid when commissioning the entire offer and, unless otherwise stated, not longer than 1 month from the offer date.
- 6.2 The statutory VAT is not included in the price. It will be shown separately on the invoice at the statutory rate. All prices are ex works, production location, warehouse or logistics warehouse and do not include packaging, freight, postage, insurance, etc.
- 6.3 If the start, progress or completion of work is delayed for reasons not attributable to the Contractor, he is entitled to separately charge the additional effort incurred with proof of effort. The billing rates for working hours (including travel and loading times), vehicles, material prices and other prices of the Contractor or a third party employed to the necessary extent for carrying out the order that are valid on the day of execution are then decisive.
- 6.4 Services not estimated in the offer that are performed at the Client's request or additional expenses caused by incorrect information from the Client or organizers, through no-fault transport delays, inadequate ground conditions, failure to observe or communicate organizer regulations by the Client, non-timely or professionally inadequate preliminary services by third parties insofar as they are not vicarious agents of the Contractor, are to be additionally remunerated by the Client.

- 6.5 Services performed for the Client at his request or in his recognizable interest in proper contractual performance, particularly in the context of planning and/or conducting his event participation, are to be additionally remunerated by the Client according to effort. For amounts that may be advanced or to be advanced or services to be performed in this regard, the Contractor is entitled to charge a handling fee of 15%. The Contractor is entitled to assign such services to third-party companies in the name of the Client. This includes, for example, the establishment of utility connections (e.g., electricity, water, internet) by the organizer or its vicarious agents.
- 6.6 All offers and prices are subject to change. All prices are plus statutory VAT.

## **7. Delivery Time and Assembly**

- 7.1 If no express fixed date is agreed for the start of execution or completion, the stated delivery date is only approximate.
- 7.2 With changes or conversions of executions or plans requested or carried out by the Client after contract conclusion, even firmly agreed delivery dates, especially fixed delivery dates, lose their validity. The same applies to obstructions not attributable to the Contractor, particularly the non-timely provision of documents and materials by the Client as well as changes in assembly times by the organizer that cannot be compensated by the Contractor. If the Contractor succeeds in compensating shifts in assembly times in the Client's interest only through additional personnel and/or cost expenditure, he may demand separate remuneration for this effort.
- 7.3 If disruptions in business operations occur that are not attributable to the Contractor or its upstream suppliers or subcontractors, particularly cases of force majeure, strike and lockout based on an unforeseeable and non-culpable event and leading to serious operational disruptions, the delivery/completion period is extended accordingly. If contract fulfillment becomes impossible due to the mentioned disruptions, both parties are entitled to withdraw from the contract. In this case, the Contractor has a claim to remuneration for services rendered up to that point, whereby rendered services also include claims of third parties that the Contractor commissioned in reliance on contract performance, as well as all costs related to contract processing, such as cancellations, return transport of material, additional travel costs, etc. Further damage compensation claims are excluded on both sides, provided the disruptions are not attributable to the Client.
- 7.4 When the Client provides or books exhibition and/or event rooms or spaces, the premises are made accessible to employees and agents of the Contractor on assembly, dismantling and event days for the assembly and dismantling of trade fair stands and stage constructions, installation of lighting and sound technology, as well as for stage rehearsals, and all specifications and restrictions of the organizer are passed on to the Contractor early and comprehensively.

## **8. Technical Installations**

- 8.1 High-voltage, water and compressed air connections must be carried out by legally authorized installers.
- 8.2 Trade fair space costs such as full and empty goods storage, forklifts, scissor lifts, disposal and waste, on-site recycling, multi-floor deliveries are not included in the offer and will be billed directly or according to actual receipts. Stand cleaning is the Client's responsibility; rough cleaning for stand handover is included.
- 8.3 Utility connections, e.g., internet, water and electrical supply, suspension points for ceiling and/or rigging, sprinkler or smoke detection systems, etc., as well as associated fees and consumption costs, are ordered by the Contractor in the name and on account of the Client only after receiving the order from the trade fair. Associated effort, such as correspondence and separate plan preparations, etc., will be billed separately to the Client by the Contractor according to effort. A processing period of at least 10 working days must be considered. Online and access data for order forms must be forwarded or communicated to the Contractor immediately upon receipt.

## **9. Freight and Packaging / Transfer of Risk / Prints**

- 9.1 The Contractor's products always travel at the Client's cost and risk, unless otherwise agreed in writing. Desired and/or packaging deemed necessary by the Contractor is to be additionally remunerated by the Client.
- 9.2 Parts of the Client to be used in manufacturing or assembly must be delivered free to the plant or assembly site by the agreed date. Return delivery of such parts is made ex works or place of use at the Client's risk.
- 9.3 All risk passes to the Client, unless otherwise agreed, when the goods leave the Contractor's premises or are made available to the Client. This also applies in cases where carriage-free delivery is agreed.
- 9.4 If goods ready for shipment cannot be delivered for reasons attributable to the Client, the risk passes to the Client on the day of readiness for shipment. The Contractor's services are deemed fulfilled after delivery of the shipment readiness notice to the Client.
- 9.5 If the Client's exhibits are to be transported, the above regulations apply accordingly.
- 9.6 Storage of graphics is done as dismantled, without visual inspection. Material and color manufacturers provide no guarantees for constant quality during storage time. Therefore, the Contractor cannot guarantee reusability with certainty after the storage period.

## **10. Acceptance / Handover**

- 10.1 Acceptance or handover takes place formally and immediately after completion. The Client undertakes to participate in the acceptance date himself or to be represented by an appropriately authorized agent. It is expressly recognized that in special cases, an acceptance date one hour before the start of the trade fair is not unreasonable. The acceptance date is set by the Contractor according to completion planning and communicated to the Client. Waiting times of the Contractor that the Client or its vicarious agents are responsible for, e.g., in case of late arrival of the Client, are to be additionally remunerated by the Client.
- 10.2 Any remaining minor partial services or the elimination of defects will be made up or remedied as quickly as possible. Insofar as they do not significantly impair the function of the contract object, they do not entitle refusal of acceptance. Payment retentions are only permitted proportionally.
- 10.3 If the Client has taken the service or part of the service into use without prior formal acceptance, acceptance is deemed to have occurred with the act of use.
- 10.4 If the Contractor's services have been provided to the Client on a rental basis, a formal handover of the rental objects must take place immediately after the end of the trade fair at the Contractor's request.

## **11. Special Obligations / Client's Duty to Cooperate**

- 11.1 The Client provides the Contractor with all necessary plans, graphic files, documents and papers in a timely manner and provides him access to the information necessary for his activity.
- 11.2 The Contractor is not responsible for the content of services to be provided in the name and on behalf of the Client; this applies particularly to the content of correspondence, telephone calls, communications or actions that are processed by the Contractor on behalf of the Client or that the Contractor produces, forwards or undertakes based on the contract with the Client.
- 11.3 The Contractor does not check the legal admissibility of graphics, motifs, advertising statements and claims.
- 11.4 The Client passes on technical or organizational information communicated to him by the organizer. He bears the additional costs arising from inaccurate information.
- 11.5 All specifications, dimensions and plans must be checked for correctness by the Client. Any deviations, inconsistencies and concerns about the planned execution must be communicated immediately.

## 12. Warranty

- 12.1 The warranty is governed by the provisions on work contracts of the Civil Code, in case of rental provision according to rental contract regulations
- 12.2 As warranty, the Client can basically only demand subsequent performance in the form of rectification. The type and manner of proper rectification is at the Contractor's discretion. Replacement delivery is always open to the Contractor. Further claims, particularly claims for reduction or withdrawal from the contract, can be asserted by the Client when two rectification attempts for the same defect have failed.
- 12.3 The warranty does not extend to defects arising in the Client through natural wear, moisture, strong heating or improper handling or improper storage. Similarly, the warranty does not extend to insignificant deviations in form, dimensions, color and material properties, insofar as usability is otherwise not eliminated.
- 12.4 The Client is obligated to immediately examine contractual services for recognizable defects and to immediately report defects to the Contractor in writing and give him opportunity to make corresponding determinations.
- 12.5 If the defect complaint is made late or if reservations were not made during acceptance for known or recognizable defects during proper examination, warranty claims expire entirely.
- 12.6 Warranty claims also expire if the Client makes changes himself or makes it difficult or impossible for the Contractor to determine and rectify defects. This is regularly the case with a defect complaint after the end of the trade fair for defects that occurred or became known during the trade fair.

## 13. Liability

- 13.1 Defect and damage compensation claims from procurement of deliveries and services from external companies made on behalf of the Client are excluded, unless the Contractor has violated his duty of care in selecting external companies.
- 13.2 The Contractor is not liable for the exhibitor's goods, unless safekeeping has been expressly agreed in writing. In this case, the Contractor is only liable up to the amount of insurance benefits, unless he is responsible for intent or gross negligence.
- 13.3 If only planning and designs are the subject of the contract, the Contractor only guarantees that he himself is able to realize the plans or designs accordingly. Further claims are excluded.
- 13.4 Free advice, information or other free services may not be made the subject of business decisions or dispositions. No liability is assumed for use that nevertheless occurs.
- 13.5 Claims for compensation for damages of any kind, including damages that did not arise to the delivery object itself, for example from delay or breach of duty, are excluded, insofar as the damage was not caused by intentional or grossly negligent action or culpable violation of an essential contractual obligation. In the latter case, compensation liability is limited in scope to contractually typical damage foreseeable at contract conclusion. Compensation for pure economic loss in the form of lost profit is excluded. The limitation of liability applies to the same extent to the Contractor's vicarious and performing agents. Damage compensation claims from injury to life, body and health as well as claims under the Product Liability Act exist to the full statutory extent without limitation.
- 13.6 The Client is liable to the Contractor for all objects provided on loan and rental basis, including the exhibition stand as a whole, up to the amount of restoration costs (for repairable damage) or the amount of replacement value (for destruction and loss).
- 13.7 Valuables, exhibition goods, merchandise, etc. of the Client must be removed from the trade fair stand or rooms immediately after the end of the trade fair. The Contractor assumes no liability for loss or damage.

## 14. Force Majeure

- 14.1 In case of force majeure such as war, strikes, terrorism, natural disasters, epidemics, confiscation, seizure or retention by a government, customs, authority or power, etc., the Contractor assumes no responsibility for delays and losses for the Client.
- 14.2 In case of non-performance of contractual services by the Contractor or his agents due to force majeure or special events, all claims from this contract are eliminated. In these cases, the Contractor retains the claim to fee portions already due and

demonstrably incurred external costs according to the payment plan. For services by the Contractor provided after the last due installment according to the payment plan, the Contractor is entitled to a fee portion corresponding to this service.

## 15. Insurance

- 15.1 For any transport, the Client's shipping goods are only insured upon express written instruction and at the Client's expense up to the replacement value. If the Client omits insurance or its commissioning, the Contractor is released from any liability to the extent of otherwise existing insurance benefits.
- 15.2 Transport damages must be documented and reported to the Contractor immediately. For freight shipping, damages must be noted immediately on the freight bill. For rail transport, an official railway certificate of damage must be requested and sent to the Contractor.
- 15.3 Goods of the Client taken over by the Contractor for storage based on written confirmation are generally only insured upon express written instruction and at the Client's cost and expense up to the replacement value.
- 15.4 The Contractor generally assumes no liability for transport and storage of customer-owned exhibits and equipment. The Contractor recommends concluding transport insurance and corresponding insurance.

## 16. Credit Basis

- 16.1 A prerequisite for the Contractor's obligation to perform is the Client's creditworthiness. If the Client has made incorrect or incomplete statements about his person or about facts determining his creditworthiness, or has suspended his payments, or insolvency proceedings have been opened over his assets or their opening has been rejected for lack of assets or their opening has been applied for by him himself, the Contractor is not obligated to provide services. In these cases, the Contractor may demand advance payment or other suitable security for the remuneration claim. If the Client does not comply with this request, the Contractor may cancel the contract for important reasons according to Section 20 of these GTC or withdraw from the contract and demand damages. Regarding the amount, the regulation under Section 20 Paragraph 1 of these GTC applies.

## 17. Retention of Title

- 17.1 All delivery objects remain the property of the Contractor until complete fulfillment of all obligations from the contractual relationship between the parties.
- 17.2 Without express written consent of the Contractor, the Client is not entitled to resell the goods under retention of title or any processing or treatment. Regardless, the Client assigns claims from resale of goods under retention of title to the Contractor now. The Contractor accepts this assignment.

## 18. Protection and Usage Rights

- 18.1 Designs, plans and representations/renderings produced by the Contractor are subject to the Copyright Act in its latest version. Reprinting or copying of plans as well as realization of plans (even in excerpts) by third parties is not permitted. The Contractor reserves the right to use all created designs, plans and renderings, including logos and images used as well as pictorial representation of exhibits for his own advertising and to use them without restriction for advertising purposes. This advertising use can be objected to in writing.
- 18.2 The Client receives usage rights to the Contractor's contractual services only in simple, non-transferable form and only within the scope of the commissioned order and to the extent necessary for use of contractual services for the contractually agreed purpose by himself. Plans, designs, drawings, manufacturing and assembly documents, concept descriptions as well as descriptions of exhibition and event concepts, etc. remain the property of the Contractor with all rights, even if they have been handed over to the Client. They are business secrets for the Client within the meaning of §§ 2 Para. 1 No. 1 GeschGehG. Transfer of usage rights beyond those necessary for contract fulfillment and regardless of whether special protection rights (e.g., copyrights) exist or not, requires express written agreement. The Client undertakes to refrain from any other exploitation in all forms,

- particularly reproduction and distribution, passing on to third parties or direct or indirect reproduction, insofar as this is not necessary for contract fulfillment.
- 18.3 It is presumed that the Client has violated the obligations from Section 18 Paragraphs 1 and 2 if he conducts exhibitions or events that essentially correspond to the Contractor's plans and concepts. The Client remains free to provide contrary proof.
- 18.4 In case of violation of the obligations listed in Section 18 Paragraphs 1 and 2, the Contractor has at minimum a claim to additional remuneration for planning, design and conception services, the amount of which is measured by the corresponding offer of the Contractor, in absence of an offer according to the provisions of the Fee Schedule for Architects („HOAI“). Further damage compensation claims remain unaffected.
- 18.5 Furthermore, in case of violation of the listed obligation in rental provision of service results, particularly in case of reproduction, the Contractor has a claim to additional, lump-sum damages amounting to 80% of the fee agreed for the offer period. The Client remains free to prove that no damage or not damage in the stated amount occurred.
- 18.6 If materials or documents are handed over to the Contractor by the Client for manufacturing the contract object, the Client assumes guarantee that he has the necessary rights for implementation to use design and design, primarily copyright, usage, trademark and design rights, but also all comparable third-party rights, and that through manufacturing and delivery of work carried out according to his documents, third-party protection rights are not violated. The Contractor is not obligated to verify whether the specifications and documents provided by the Client for manufacturing and delivery violate third-party protection rights. The Client undertakes to immediately release the Contractor from all damage compensation claims of third parties that are nevertheless asserted or threatened and to pay for damages arising from violation of protection rights. In case of a claim against the Contractor for violation of such third-party rights, the Client undertakes to fully release the Contractor from such third-party claims and to reimburse the Contractor for all costs of legal defense. The Client is obligated to also defend against unfounded third-party claims with regard to the above-mentioned rights.
- 19. Payment Terms**
- 19.1 Contractor invoices without due date are due and payable immediately upon receipt of invoice without deduction. The Contractor is entitled to make accruing claims due at any time and demand immediate payment. In case of payment delay, the Contractor is entitled to demand the respectively applicable statutory default interest as well as reminder costs. Deductions of any kind are excluded; down payments are not interest-bearing. Unless other individual contractual arrangements have been made between the parties, the following payment plan according to project progress is agreed and due as follows:
- 40% of the agreed total remuneration as advance payment for conception, planning, work, services in advance as well as advance payments to service providers or hotels directly after contract signing and according to invoicing
  - 30% of the agreed total remuneration at latest eight calendar weeks (payment receipt) before the trade fair/event and according to invoicing
  - 20% of the agreed total remuneration at latest six calendar weeks (payment receipt) before the trade fair/event and according to invoicing
  - 10% of the agreed total remuneration at latest with handover of services or delivery and according to invoicing.
- 19.2 Billing of actually incurred additional or reduced costs is done as quickly as possible after the event period, immediately after determination and billing with service providers and suppliers, possibly in several partial invoices, the last of which is designated as final invoice.
- 19.3 If the Client does not fulfill his payment obligations or not in proper manner, he is not entitled to use the Contractor's services. In case of loan handover of services or the trade fair stand, the Client undertakes to immediately return possession of the handed over services and materials or the trade fair stand as a whole to the Contractor upon his request.

**20. Set-off and Assignment**

- 20.1 Set-off with disputed or non-legally binding counterclaims is excluded for the Client. The same applies to assertion of retention rights.
- 20.2 The Client's rights from this contractual relationship are only transferable with prior consent of the Contractor.

**21. Withdrawal / Cancellation**

- 21.1 In case of withdrawal by the Client, the Contractor may demand reasonable compensation for services rendered including lost profit and his expenses, whereby rendered services also include claims of third parties that the Contractor commissioned in reliance on contract performance. Instead of concrete calculation of compensation for cancellation, the Contractor may assert, taking into account usually saved expenses, the following lump-sum claim for proportional remuneration. The lump-sum costs for early cancellation amount to:
- Up to 90 days before start of assembly: 50% of agreed remuneration
  - Up to 45 days before start of assembly: 65% of agreed remuneration
  - Up to 30 days before start of assembly: 75% of agreed remuneration
  - Up to 10 days before start of assembly: 90% of agreed remuneration
  - From 10 days before start of assembly: 100% of agreed remuneration
- 21.2 Calculation basis is the remuneration agreed with the Client plus VAT minus saved expenses (travel costs, accommodation, meals, etc.). The Client remains free to prove that no or lower costs arose in connection with cancellation than the costs shown by the Contractor in the lump sum. Furthermore, in case of cancellation by the Client, the Contractor has a claim to all external costs, cancellation fees, etc. incurred up to the time of cancellation in connection with the contract.

**22. Confidentiality and Data Protection**

- 22.1 The Client undertakes to maintain confidentiality about all information or processes that became known due to the business relationship between the parties and the provision of services as well as regarding all received plans and documents. This also applies to all other internal affairs of the contracting parties or other involved third parties.
- 22.2 It is pointed out that in the context of business relationships or in connection with them, personal data, whether originating from the Client himself or from third parties, are processed within the meaning and permissible scope according to the Federal Data Protection Act and the EU General Data Protection Regulation.
- 22.3 The Contractor's privacy policy can be found at <https://brandspaces.wum.de/en/privacy-policy/>

**23. Press Releases and Miscellaneous**

- 23.1 The contracting parties mutually permit issuing press releases or using orders as references. The Contractor is to be named as author and implementing agency in publications upon request. Third-party protection rights remain unaffected.
- 23.2 Both contracting parties undertake not to provide information about the agreed fee to any third party.
- 23.3 The Contractor is entitled to document production on image and sound carriers of any kind and to distribute or publish all photo, video and film recordings resulting from the contractual relationship, as well as other technical reproductions for self-advertising or editorial purposes without restriction of spatial, factual and temporal scope. The Contractor reserves the right to object to use and distribution of image and sound carriers of any kind by the Client or third parties beyond the contract.
- 23.4 The Contractor is entitled to document the trade fair stand and assembly work at the stand on image and sound carriers of any kind and to distribute or publish all photo, video and film recordings resulting from the contractual relationship, as well as other technical reproductions for self-advertising or editorial purposes without restriction of spatial, factual and temporal scope.

## **24. Final Provisions**

- 24.1 No oral side agreements were made. Changes and additions to the contract, including the individual change of this written form clause, require written form.
- 24.2 Should individual provisions be wholly or partially invalid, this does not affect the validity of the remaining provisions. The invalid provision is to be replaced by the contracting parties with a valid provision that corresponds to the economic sense and purpose of the contract.
- 24.3 For all legal relationships between Client and Contractor, the substantive and procedural law of the Federal Republic of Germany applies excluding collision norms. Application of the „UN Convention on the International Sale of Goods (CISG)“ is excluded.
- 24.4 The exclusive place of jurisdiction and performance for claims arising from ongoing business relationships and disputes arising from this contract between the contractor and the client — if the client is a merchant, a legal entity under public law, or a special fund under public law — is the registered office of the contractor (WUM Brand Spaces GmbH & Co. KG). This does not apply insofar as the disputed claim concerns non-property disputes assigned to local courts regardless of the value in dispute or an exclusive jurisdiction exists. The Contractor reserves the right to sue at the Client's general place of jurisdiction.

WUM Brand Spaces GmbH & Co. KG,  
Aschaffenburg, February 2026