

## General Terms and Conditions (GTC) of e.w.venture GmbH (for commercial traffic)

### 1. Scope

1.1 These terms and conditions (terms of service, delivery and payment) apply to all contractual relationships between ewenture GmbH (hereinafter referred to as ew) and the contracting party (contractor, hereinafter referred to as AN), in particular for the provision of services and the sale of goods by the AN to the ew. Other terms and conditions are only part of the contract, if ew whose validity has expressly and in writing agreed upon conclusion of the contract. In particular, hereby counter-confirmations of the contractor with reference to his or other business or sales conditions are contradicted. Status of these terms and conditions: 30.04.2008

1.2. The present terms and conditions also apply to future business with the contractor, in particular for oral business. telephone orders.

### 2. Conclusion of contract

2.1 The contract comes in principle with the written order by the e.w., in future oral transactions only with the verbal commission following written order of e.w. conditions. They are deemed accepted by the contractor if they have not been rejected within 3 days of receipt. Verbal side agreements, changes and additions to the orders of e.w. or to written contracts are only with written confirmation by e.w. effective.

2.2 Is between the e.w. and the contractor has been agreed to a sample / sample assessment of the contractual services of the Contractor, the contract for the execution of the entire delivery / service is only concluded upon written acceptance of the sample / sample. Until this acceptance, the contract only applies to the delivery / service of the respective sample / sample.

2.3 are in writing and / or a request for change acc. Number 3. of e.w. technical specifications, definitions of performance accuracy or the like, these are deemed to be unconditionally agreed. Different technical specifications etc. in the correspondence between the contracting parties, in GTC of the contractor and / or industry standard definitions in regulatory bodies, which are regularly used in the business area of the contractor by law, regulation, agreement, etc., are expressly excluded.

### 3. Implementation of the contract

3.1 The e.w. is entitled to demand changes to the delivery / service during the duration of the contract. The request for change must be made in writing. Can by one of e.w. If the delivery / performance deadlines are not adhered to or if the contractor incurs additional costs as a result of the change request, the contractor has this to e.w. immediately, but at the latest within 3 days, in writing and give more detailed reasons for non-compliance with the deadlines or additional costs. In the case of absence of the written notice within 3 days, the request for change without additional remuneration / price / cost claim of the contractor is part of the contract and the contractor can not claim that the non-compliance with the deadlines or the additional costs on e.w. required changes.

3.2 Does the AN have concerns about the intended type of execution (also because of the protection against accident hazards), against the quality of the e.w. supplied materials, components or other things, against the services of other contractors or the contractor or the request for change e.w. for inappropriate, then the AN has its concerns immediately - if possible before the start of the delivery / service - in writing. However, he has to execute the contract or change request.

3.3 The e.w. may not be obligated to third parties by the contractor.

### 4. Delivery / service periods, notification / surrender obligation, lien exclusion

4.1 Delivery, performance, production and production rims are unconditionally binding if expressly stated as fixed dates in the written order of e.w. are identified as such. Because of the nature of the business of e.w., the on-time event and trade fair business, the interest of e.w. in the case of performance / delivery, bound to the observance of the fixed dates of the delivery / service. If the delivery / service is performed deficiently or not completely on the fixed dates, it shall be deemed not to have been rendered (absolute

fixed date). Partial services rendered up to the fixed date have the e.w. no interest. The contractor is not entitled to provide only partial services.

4.2 If it is foreseeable for the contractor that fixed dates can not be adhered to, he must immediately inform e.w. to notify the foreseeable non-compliance in writing. In this case, as well as in the case of non-compliance with the fixed dates, the contractor shall immediately and at its own expense and risk be liable to e.w. Supplied or provided materials, components or other items at the place of performance to the e.w. to hand over. This also applies if he has manufactured, repaired, treated or processed these substances, components or things. The creation of a lien on these substances, components or things is expressly excluded. Further claims of e.w. remain reserved.

## 5. Remuneration / Price

5.1 The individual contract of e.w. is binding for the respective contractual relationship. Compensation / Price indicated to the AN. Unless expressly agreed otherwise in writing, the remuneration / price shall include all costs of the service / delivery, in particular ancillary costs such as travel expenses, daily allowances, packaging, shipping and delivery costs, as well as the respectively valid samples VAT included. Remuneration and reimbursement claims are also excluded.

5.2 Expressly excluded are remuneration / price increases between conclusion of contract and service / delivery. This applies in particular in the event of a subsequent change in the performance / delivery period.

## 6. Due date of remuneration / price, payment

6.1 The remuneration / price will become due after receipt of a verifiable invoice and a valid exemption certificate acc. § 48 b EStG, as far as the remuneration exceeds EUR 5,000.00 per year, and after the acceptance of the service / delivery. 6.3 A claim for acceptance of self-contained parts of the service / delivery as well as payments on account also for self-contained parts of the service / delivery are excluded, unless from the written order of the e.w. expresses something else.

6.2 Payment is made e.w. at your discretion, either net within 20 days of the due date or if the Contractor redeems the discount for a shorter payment period during this period. For the timeliness of the payment of their dispatch.

## 7. Transfer of risk

7.1 In the case of shipping of goods, works or other things which, according to the contractual agreement, become the property of e.w. the risk of accidental loss or deterioration shall be subject to the receipt of the shipping costs only after receipt, transfer of ownership and acceptance of the performance / delivery by the e.w. at the place, after which the dispatch takes place, on the e.w. over.

7.2 Substances, components or other objects that have been e.w. be left to the contractor for a certain period of time, will pass into the possession of the contractor for that time, which will be opposite the e.w. the full liability for damage of any kind or the destruction of these substances, components or other things takes over.

## 8. Assignment of assignment, right of retention

8.1 The Contractor may claim against the e.w. only with the written consent of legally assign.

8.2 A right of retention can only be asserted because of undisputed or legally established claims and only insofar as it is based on the same contractual relationship.

## 9. Indemnification, Limitation of Liability

9.1 The contractor represents the e.w. third party claims for material, personal or pecuniary damage caused by, or on the first request, the contractor, his employees, vicarious agents or vicarious agents. In order to secure this exemption obligation, the contractor must take out an appropriate occupational liability insurance and this and its current validity, the latter by presenting the last contribution payment slip or declaration of the insurer, the e.w. to prove at their request.

9.2 Contractual and legal claims of the Contractor against the e.w. as a result of injury to life, body or health, unless they are due to a negligent breach of duty of e.w. or intentional or negligent breach of duty of their legal representative or vicarious agent, excluded. Contractual as well as legal claims of the Contractor against the e.w. due to property damage or pecuniary loss are excluded, as far as they are not based on a grossly negligent breach of duty by e.w. or intentional or grossly negligent breach of duty of their legal representative or vicarious agent.

## 10. Copyright, industrial property rights, right of use, rights of third parties

10.1 All copyrights and other intellectual property rights e.w. to objects and documents such as plans, sketches, drafts, descriptions, treatises, trademarks, plates, products, etc. are entitled and enter into the possession or the area of disposal of the contractor, even with the agreed assignment of these objects and documents exclusively at ew the performance / delivery is the responsibility of the contractor all transferable objects and documents in his possession and their preparation including all data carriers. This also applies in the event that a contract has not been concluded, subsequently deleted or other disturbances in the contractual relationship arise. The return obligation also includes all copies of the objects and documents of e.w ..

10.2 The contractor transfers the e.w. at the time of their creation on the objects of the service / delivery and parts thereof as well as the respectively associated documents the exclusive, unlimited and transferable right of use. The e.w. is entitled to publish and / or exploit the subject matter of the service / delivery or parts thereof as well as the respectively associated documents. The contracting parties expressly agree that the remuneration in accordance with clause 5 of these General Terms and Conditions includes the consideration for the granting of the right of use in accordance with this paragraph sufficiently and in full. Further participation in the proceeds shall be expressly and mutually excluded.

10.3 The Contractor warrants that the object of his service / delivery or parts thereof and / or the associated documents are free from third-party rights and that no third-party rights arise from the use of this article or parts thereof and / or the associated documents. In the case of claims for damages of third parties asserting the infringement of property rights, the contractor appoints e.w. free on first request.

## 11. Confidentiality, data protection, customer protection, ban on advertising

11.1 The contractor is obliged to maintain secrecy about all matters and procedures that come to his attention in the course of his work, in particular business and trade secrets, both with respect to the e.w. and with regard to his customers. The Contractor shall accordingly oblige the employees employed by him in writing and, upon request, prove this to the Principal without delay. The duty of confidentiality also refers to the time after termination of the contractual relationship with the e.w ..

11.2 The contractor undertakes to maintain data secrecy in accordance with § 5 BDSG. The Contractor is prohibited from processing, disclosing, making accessible or otherwise using protected personal data for any purpose other than the purpose for which it is lawfully performing its duties. The duty of data secrecy exists even after termination of the contractual relationship with the e.w ..

11.3 The Contractor, his employees and third parties commissioned by the contractor undertake, for the duration of the contract as well as for the period of 3 months after completion of the last activity for e.w., neither directly nor indirectly with existing customers of the e.w. and companies where they are commissioned by e.w. worked to conclude contracts of any kind or to carry out orders / work on behalf of

third parties. The contractor undertakes to integrate his employees and third parties commissioned by him into this customer protection regulation by means of a corresponding agreement. Excluded from this customer protection regulation are contractual relationships with existing customers of the contractor. Existing customer relationships must be supported by an invoice on both sides.

11.4 The Contractor undertakes, during the term of the contract and 12 months thereafter, neither directly nor indirectly, employees of the e.w. to occupy oneself, indirectly or directly, unless the e.w. agrees in writing.

## **12. Applicable law, place of performance, place of jurisdiction**

12.1 For these terms and conditions and the entire legal relationship between the contracting parties, the law of the Federal Republic of Germany shall also apply to foreign contact under exclusion of the UN Sales Convention (CISG).

12.2 Place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship between the e.w. and the contractor is, if not from the written order of the e.w. expressly states otherwise, the registered office of e.w., Munich.

## **13. Written form requirement**

Changes and / or additions to the contractual relationship between the e.w. and the AN require the written agreement of the contracting parties. The form requirement of the written form can also be waived only by written agreement.

## **14. Severability clause**

Should individual provisions of these GTC be or become ineffective in whole or in part, or should these GTCs have gaps, the remaining provisions of the GTC shall continue to apply. In this case, the parties to the contract undertake, subject to the principle of good faith, to replace the invalid provision with an effective provision which comes as close as possible to the meaning and purpose of the invalid provision. In the event of a gap, the provision which corresponds to what would have been agreed in terms of the meaning and purpose of this contract shall be deemed to have been agreed if the matter had been considered.