

General conditions

1. Scope of application

These general conditions govern our relationship with the Principal and apply to all offers, supplies and other services provided by us. Only our general conditions are applicable. The general conditions of the Principal or, in any case, those that conflict with these general conditions are not recognised, unless expressly accepted by us in writing.

2. Contract preparation

2.1. The amounts contained in the offer documentation such as diagrams, plans, sketches, samples, measurements and weights etc., are only approximate unless stated otherwise in the contract.

2.2. Where insignificant with respect to the documentation or the service agreed, differences arising on execution shall be tolerated if they are necessary for technical, production or other reasons, on condition that the quality or the functional utility of the work is not degraded.

3. Objects of the contract

The objects of the contract comprise:

- selection and use of the materials agreed above for the construction of the stand on the basis of the plans;
- transportation, loading, offloading, assembly and dismantling of the stand;
- preparation to a professional standard of the electrical installation, limited solely to that required for the illumination of the stand. The power rating of the electrical installation is suitable for the equipment supplied and owned by Xilos GmbH. Xilos GmbH reserves the right to connect equipment owned by the Principal, or rented from other suppliers, to its electrical installation only after having assessed its characteristics and suitability under the regulations, and after having received timely written communications in this regard. Xilos GmbH does not allow Principal-provided equipment with independent power supplies to be connected directly to its own electrical installation and will provide a quotation for making such a connection available upon request.

4. Prices and conditions of payment, determination of the consideration

4.1. The consideration for the contract work is determined on a lump-sum basis, inclusive of all contracted services, and invoiced with reference to each trade fair, as indicated above.

4.2. The consideration agreed must be paid within the timescale specified in the contract. The prices included in offers made by Xilos GmbH are not firm and may be revoked prior to final signature of the contract. Prices are understood to exclude VAT, which is payable at the rate applicable on the date of signing the contract. The costs of packaging, transportation, insurance etc, are not included in the prices, unless expressly stated otherwise in the offer.

4.3. In the event of delays in receiving the payments agreed, Xilos GmbH will be entitled to withhold without notice all supplies and services not yet provided, or to request additional advance payments even if not contemplated in the contract. Should a payment delay exceed 20 days or if the consideration is not paid, in whole or in part, Xilos GmbH will be entitled to terminate this contract, retaining any amounts already paid by way of damages and taking action to recover the entire amount receivable.

4.4. This clause also applies if payment of the agreed price to Xilos GmbH is considered to be in jeopardy because, subsequent to signing the contract, Xilos becomes aware of a significant deterioration in the economic situation of the Principal. This circumstance is deemed to arise on the commencement of bankruptcy proceedings or if the Principal becomes subject to compulsory enforcement orders. In such cases, Xilos is entitled to dismantle the stand without making it available to the Principal.

5. Ownership of goods in the case of rentals

Should the contract relate to the rental of the stand, all materials included in the offer shall remain the property of Xilos GmbH.

6. Reservation of title

The goods shall remain our property until full payment has been made for all outstanding amounts owed to us, including those not yet due for payment. If the goods are subjected to additional processing, Xilos GmbH shall become the owner of the new goods. Should such processing involve multiple parties, the Principal hereby transfers its rights over the new item to Xilos GmbH. We hereby accept such transfers.

This guarantee in favour of Xilos GmbH is reduced if the value of the reserved goods exceeds that of the residual receivable by more than 20%.

7. Exclusions

The Principal is solely responsible for:

- the plumbing installation, which is considered and invoiced separately at the express request of the Principal;
- water, electricity and telephone connections and related services, as well as for requesting all necessary authorisations, and for all taxes or other amounts due to the Organiser;
- the supply, transportation and assembly of any materials requested in addition to those agreed and indicated above;
- the removal and disposal of waste deriving from processes carried out at the direct request of the Principal;
- the cost of renting from third parties and transporting materials, equipment etc. that, although envisaged by the parties, are not strictly necessary for fitting out the main structure of the stand, but are requested by the Principal in order to improve the presentation of its products (televisions, screens, projectors, computers etc.). In relation to such materials, the Principal shall be liable to Xilos GmbH for any shortages, theft or damage and bear the cost of the necessary related insurance.

8. Agreed change orders - price revisions

8.1. With regard to all change orders and/or variations, the additional expenses incurred by Xilos GmbH, including those for the preparation of new plans and/or partial changes to the original plans, will be appropriately quantified and charged to the Principal.

8.2. This clause also applies even if the changes are due solely to the different positioning of the stand within the trade fair (e.g. different shape of the area available for the stand with respect to that envisaged). Even if the changes would result in a price reduction with respect to that initially agreed, the Principal shall in any case be required to pay the original consideration.

Changes and variations must, in all cases, be agreed in writing between the parties.

9. Obligations and duties of the Principal

9.1. The Principal is the custodian of the entire stand and all the materials and/or equipment supplied from the date of delivery until the dismantling process has been completed. Accordingly, the Principal must take the greatest care when using the stand, being responsible not only for any losses or damage to the materials and the stand, but also for their proper use and maintenance.

9.2. The Principal is required to arrange an insurance policy covering damage to the stand and its component parts, as well as the materials referred to in point 7, for the entire duration of the trade fair inclusive of the assembly and dismantling work.

9.3. The Principal is required to keep the documentation and drawings for the contracted works absolutely confidential.

10. Obligations and duties of the Contractor

The Contractor is responsible for:

- the management of the works, either directly or via the person appointed as works manager, so that the works fully comply with the plans and with the regulations governing the quality of the materials used and the execution of the works;
- execution of the contract on a professional basis in accordance with the contract terms and current safety-at-work regulations.

11. Withdrawal by the Principal

11.1. In the case of so-called "single event" contracts, being those relating to just one trade fair, unilateral withdrawal from the works contract by the Principal, even if exercised prior to the start of execution work, shall result in payment of the entire consideration agreed for all the work, without prejudice to the recovery of any additional losses incurred.

11.2. In the alternative case of unilateral withdrawal from so-called "multiple event" contracts, being those relating to stands at several trade fairs, the Principal must send the Contractor a registered letter giving 120 days' notice with respect to the first scheduled event, failing which such unilateral withdrawal shall be void; the Principal shall in any case be required to pay 50% of the consideration initially agreed for each trade fair that is not attended, without prejudice to the recovery of any additional losses.

11.3. Withdrawal must be communicated in writing.

12. Transportation of materials owned by the Principal using third-party carriers or forwarding agents

12.1. Should the Contractor agree to organise the transportation of materials or products of any kind owned by the Principal, upon request from the latter, using third-party carriers or forwarding agents and not vehicles owned by Xilos GmbH, the Principal must arrange related insurance cover against theft, fire and damage to the goods. The policy must remain in force for the entire period from the moment the goods are collected from the place indicated by the Principal until that in which they are returned.

In all cases, the Contractor shall be liable to the Principal for the loss or theft of the goods, or for fire or other damage caused to them, solely to the extent to which the third-party carrier or forwarding agent is liable under the law.

12.2. The Principal shall, furthermore, be responsible for all costs incurred for the storage and custody of the goods, including all related and ancillary expenses.

13. Completion of the works and delivery of the stand - dismantling

13.1 The stand will be delivered to the Principal by opening time on the first day of the trade fair. The Contractor will consider any different needs expressed by the Principal upon written request from the latter.

13.2. Should the fitting out of the stand involve the simultaneous or consecutive performance of work by persons appointed directly by the Principal, the stand will be assembled and delivered with reference to a schedule of works prepared following direct discussion and signed for acceptance by both parties. Xilos GmbH cannot, under any circumstances, be held responsible for delays attributable to the persons appointed directly by the Principal or for their deeds or negligence.

13.3. Stand dismantling will commence at 8 am on the day after the end of the trade fair and, by that time and date, the Principal must have cleared the stand and related areas of persons and property. Xilos GmbH declines all responsibility for materials and property found during the dismantling process.

14. Sub-contractors

The Contractor is expressly permitted to sub-contract all or part of the work envisaged in the contract, without need for prior notice and/or authorisation from the Principal.

15. Testing

Testing is carried out following completion of the service, at the time agreed between the parties. The Principal is required to participate in the testing process if the conditions established by law, and especially by art. 640 of the German Civil Code, are met. Upon specific request, testing may be carried out by an external professional introduced by the Contractor. In this case, the related costs shall be borne solely by the Contractor.

The results of testing - including the express identification of any faults found - shall be set down in a written report and signed by both parties.

16. Rentals, soiling, damage and costs

16.1. In the case of (partial) rental of the stand or other items, with or without fittings, the rented items shall be supplied and assembled at the trade fair on an as new and clean basis. After the trade fair, the stand and the rented items including the fittings must be returned in good and proper order. The cost of cleaning excessively soiled materials shall be borne by the Principal and will be invoiced separately.

16.2. The cost of wall panels that cannot be reused or that are damaged by pictures or display elements fixed by nails or screws, or by adhesives that cannot be removed without leaving marks, shall be borne by the Principal and will be invoiced separately. This clause also applies to any other damaged items.

17. Disputes

All disputes must be notified to Xilos GmbH by registered letter - with advance copy by fax - without fail within 24 hours of delivery of the stand.

The Principal may not raise objections of any kind for the purpose of delaying or avoiding provision of the service due. In all cases, Xilos GmbH shall not be liable for losses lamented by the Principal caused by the absence of earnings, economic losses or any loss of reputation associated with attendance at the trade fair.

18. Offset/right of retention

Offsets against the rights of the Principal are only allowed if such rights are not disputed or have been recognised by the court. The Principal has no right of retention, unless the rights of the Principal derive from the same contractual relationship and are not disputed or have been recognised by the court.

19. Jurisdiction

The sole jurisdiction for all disputes arising under this contract, including related and warranty matters, shall be the court responsible for the area of Germany in which the registered offices of Xilos GmbH are located.

20. Image

The Principal accepts that Xilos GmbH may take photographs of the work performed (stand, showroom, sales outlet etc.) without prior authorisation, and may use them for commercial and marketing purposes.

21. Graphic support

The logistics of the service may result in natural deterioration of the advertising support (Forex, Plexiglass etc.) owned by the Principal. Xilos GmbH cannot be held responsible in any way for such wear. The cost of providing replacements and/or collecting the materials concerned shall be borne by the Principal.

Date, Frankfurt _____

Xilos GmbH

Signature and Stamp of the Principal