



General Terms and Conditions

1. Scope

The following refers to our business partners as “the Customer” and the company MIT Event- & Incentive-Management GmbH itself as “MIT.”

The following Terms and Conditions (T&Cs) form an integral part of all contractual relationships entered into between the Customer and MIT. The Customer automatically acknowledges these T&Cs upon order placement or acceptance of the service or delivery. Other terms and conditions of the Customer do not form part of any contract, even if MIT does not reject these explicitly.

2. Quotation, contract, pricing

2.1

Quotations supplied by MIT to the Customer are subject to confirmation unless explicitly agreed otherwise in writing. Prices stated by MIT are non-binding and subject to confirmation. Customer orders and declarations of acceptance must be made in writing.

2.2

In general, a contract between MIT and the Customer takes effect upon written confirmation by MIT.

2.3

The prices stated by MIT are understood to be exclusive of applicable VAT, packaging costs, freight and shipping charges, postage, and insurance (as applicable). The Customer is responsible for all permits, registrations, and payments of fees (e.g. permits, performing rights, etc.).

3. Scope of services

3.1

The scope of services to be provided by MIT is defined solely by the written quotation as supplied by MIT.

3.2

MIT is entitled to enlist the services of third parties (external services) to render the contractually agreed work. MIT is further entitled to charge a customary handling fee of 15–18% for brokering such external services. Unless otherwise agreed, such third-party services will be commissioned on behalf of and at the expense of MIT. In such cases, MIT is not obliged to keep accounts of the services provided by third parties as subcontractors nor to provide details of any invoices issued by the persons/companies commissioned by MIT.

3.3

Any additional services not listed in the quotation which are provided at the Customer’s request, as well as additional expenditures incurred as a result of incorrect details supplied by the Customer, as a



result of transport delays beyond MIT's control, or as result of late or inadequate third-party services (excluding such parties who are agents of MIT) will be invoiced to the Customer in line with the agency's current rates of remuneration.

3.4

In case booked artists should cancel their performance due to illness or other incapacitation subsequent to submission of the offer or conclusion of the contract, MIT reserves the right to select equivalent substitutes at their own discretion.

4. Customer's duties of cooperation

4.1

Compliance with the delivery and service obligations of MIT – in particular in case of transactions with a fixed date – requires the timely and orderly fulfillment of the Customer's contractual obligations, including timely transmission of relevant documents and information. If the Customer does not comply with their obligations, MIT is entitled to claim compensation for the resulting damage.

4.2

Any items to be transported shall always be transported at the Customer's risk and expense, unless otherwise agreed. Unless instructed otherwise, MIT shall determine shipping at their own discretion, without warranting a particular type of packaging or the fastest or least costly mode of transportation. MIT is entitled but not obliged to insure transportation at the Customer's expense. MIT has to be notified immediately of any damage incurred during shipping. When using a forwarding agency, damage has to be noted directly on the waybill. When using railroad transportation, a written confirmation of the damage has to be requested from the railroad company and forwarded to MIT. Any claims by MIT against the shipping company will be transferred to the Customer upon request. Customer property required by MIT in order to render their services has to be delivered free to the door at the time and place specified by MIT. Such items will be returned, freight collect, from the place of use at the Customer's risk. Any loss of such items at the place of use or during shipping, unless caused by MIT, will be at the Customer's expense.

5. Technical equipment and premises

5.1

In the event of a power failure during the event or abortive termination of the event for other causes not due to culpable conduct on the part of MIT, MIT shall be entitled to the full net agency fee as agreed.

5.2

If the Customer provides the premises for the event, they are obliged to adequately insure the premises and the event at their own expense and to document such insurance by submitting relevant insurance documents to MIT. In this case, the Customer is liable for the integrity and safety of all persons involved in the event as well as the technical equipment used.



6. Payment, down payment, offsetting

6.1

MIT is entitled to invoice any service individually immediately upon rendering.

6.2

Unless agreed otherwise, any invoices by MIT become due and payable in full immediately upon being issued. Furthermore, individual payment terms laid out in MIT's relevant quotation, including any down payments, will apply.

6.3

The Customer may only offset their liabilities against receivables that are uncontested and have been established as legally binding.

7. Delivery and work in foreign customs territories

For deliveries to and/or work performed in foreign customs territories, the Customer will have to bear all fees and expenses incurred in the process, including, but not limited to, customs declarations and processing, air freight, transportation by land and sea, import documents, veterinary and phytosanitary certificates, pro-forma invoices, staff expenses, including allowances, hotel expenses, hourly remunerations, visa charges, and transfers, if applicable. The Customer has to ensure customs clearance.

8. MIT's right to withdraw

MIT is entitled to withdraw from the contract in the following cases:

8.1

(a) if the Customer is unable to guarantee payment, or
(b) if the Customer fails to fulfill their obligation to cooperate on matters required to perform the order (including compliance with the payment terms), in which case MIT is furthermore entitled to seek compensation from the Customer.

8.2

Furthermore, MIT has the right to withdraw, if artists cancel or systems fail, and it is not reasonably possible for MIT to find an adequate substitution at the same cost. The Customer has no right to claim compensation if MIT withdraws from the contract under these conditions.

9. Cancellation on the part of the Customer

If, after the contract has been concluded, the Customer cancels the order for reasons beyond MIT's control, the Customer will be charged the following cancellation fees:

In case of cancellation up to 3 (three) months before the event 70 (seventy) percent, up to 2 (two) weeks before the event 80 (eighty) percent, within the last 2 (two) weeks before the event 100 (one hundred) percent of the agreed net agency fee, as well as all verifiable costs incurred by MIT in the



execution and processing of the canceled order up to the cancelation, or due to the cancelation of the order.

10. Copyright, non-disclosure

10.1

All services rendered by MIT or its employees or third parties commissioned by them (also on behalf of the Customer) and all results thereof in the fulfillment of the contract, including plans, drafts, drawings, production and assembly documents, as well as descriptions of exhibition and event concepts, artwork, intermediates, and negatives, etc. remain the exclusive property of MIT, including all pertinent rights, even if they have been invoiced and handed over to the Customer. In this respect, the Customer is considered their custodian only. Apart from any cooperation with MIT, their use in whole or in part, regardless of any existing intellectual property rights (e.g. copyright), requires the express written consent of MIT. Any plagiarism, even of minor details or parts of MIT's work, is prohibited and shall entitle MIT to claim damages.

10.2

MIT and the Customer agree to maintain confidentiality about the counterparty's business affairs and any trade secrets they become privy to during contract performance, even beyond the duration of their business relationship.

10.3

MIT will store documents relating to the order for a period of 6 (six) months. In cases where originals (slides, discs, etc.) were provided by the Customer, it is the Customer's obligation to produce duplicates. The agency assumes no liability for originals supplied by the Customer which are not reclaimed within one month after completion of the order.

11. Fairs and exhibitions, design

11.1

MIT's offer is calculated on the basis of information provided by the Customer or by the exhibition's management. The Customer is responsible for their correctness.



11.2

The drafts, production and construction documents developed by MIT will remain MIT's property and may only be altered or amended with MIT's consent. They may not be duplicated or made available to third parties without MIT's consent. Any infringement of these provisions shall entitle MIT to claim damages from the Customer in the amount of 40 (forty) percent of the contract value. Should the contract not be finalized, all documents provided have to be returned to MIT immediately. Section 10.1 shall apply.

11.3

Should any causes beyond MIT's control lead to a delay in the start or completion of the contracted work, MIT is entitled to charge any additional expenses separately. This applies in particular when the organizer is unable to provide a three-day window for construction, for example because the floor space has not been cleared.

11.4

The Customer is entitled to utilize MIT's planning and design services for a single use only. Should the Customer decide to use an exhibition stand, show room, etc. designed by MIT multiple times without charging MIT with setup and dismantling, MIT will assign usage rights for an additional compensation to be determined separately.

11.5

The Customer is obliged to accept MIT's work at the given time of completion. In general, acceptance is scheduled 10 (ten) hours ahead of the opening of the fair or exhibition. If the Customer or an authorized agent fails to appear at the scheduled acceptance time, the work is deemed to be accepted. The same applies as soon as the Customer makes full or partial use of the work.

11.6

Acceptance may only be denied in cases of substantial deficiencies. Liability for defects is governed by regulations regarding contracts for work and services as stated in the German Civil Code (BGB). In principle, the Customer may only claim cure in the form of remediation, the manner of which shall be at MIT's objective discretion. Liability for defects excludes any defects incurred through common wear and tear, humidity, excessive heat, or improper treatment or storage. Similarly, liability for defects excludes reasonable deviations in shape, dimensions, color, and material properties.

11.7

The Customer is obliged to notify MIT immediately of any defects and to give them the opportunity to verify the claim. If such notification is delayed or if no defects are claimed during the acceptance procedure, any liability claims are forfeited. Liability is also forfeited if the Customer makes alterations or prevents MIT from verifying or remedying the defect. This is always the case if the Customer makes claims in the aftermath of an event/exhibition for defects that have appeared or have come to their attention in the course of the event/exhibition.



11.8

In case the Customer fails to fulfill their contractual duty (acceptance) and MIT claims damages for non-fulfillment, MIT may claim 40 (forty) percent of the contract value, 60 (sixty) percent in the case of rentals. The Customer may prove that actual damages are less than those claimed, while MIT claim damages in excess of the above if documented.

12. Liability and warranties

12.1

If MIT commissions external service providers or suppliers on behalf of the Customer, the Customer has no right to assert claims for defects or compensation against MIT except in cases where MIT failed to exercise due diligence in the selection of such external parties.

12.2

MIT is liable to claims for compensation asserted by the Customer on contractual grounds and on account of tortious acts only if MIT – namely an employee, director, agent, or proxy of MIT – acted with intent or gross negligence. This exemption from liability does not extend to claims for compensation arising from a guarantee offered by MIT or pursuant to product liability law, or asserted as a result of injury to life, limb, or health. The maximum compensation payable in each case is limited to the agency's fee as agreed in the quotation.

12.3

If damages have been caused by subcontractors or artists procured by MIT, MIT is liable only in cases of intent or gross negligence. In such cases, the scope of liability is limited by MIT's contractual rights to claim compensation against subcontractors or artists, which MIT will transfer to the Customer and the assertion of which MIT will support.

12.4

For the delivery of goods, MIT is liable only in cases of intent or gross negligence and only up to the value of the goods themselves. If, through no fault on MIT's part, suppliers do not perform their deliveries or render services in an orderly fashion and in due time, resulting in a situation in which MIT is unable to meet their contractual obligations, the scope of liability is set by MIT's own rights to claim compensation against the supplier, which MIT will transfer to the Customer and the assertion of which MIT will support.

12.5

Any guarantee of an event's success or liability for dissatisfaction is excluded for MIT. Furthermore, MIT assumes no liability for the suitability and availability of the respective locations, the correctness of the information provided by the location hosts, or the suitability of the staff (promoters, hostesses, etc.). Likewise, MIT is not liable for any damages in connection with the use of the venue.

12.6

MIT shall not be liable for any claims made against the customer in connection with the event, including, but not limited to the customer's litigation expenses and legal fees, or for any claims for damages or other claims made by third parties.

12.7

MIT is not liable for any advice, information, or other services rendered free of charge.



13. Final provisions, severability clause

All changes and amendments to these provisions must be made in writing. If individual provisions should prove or become invalid, this shall not affect the validity of the remaining provisions. The invalidated provision will be replaced by an alternative arrangement that most closely approximates the intended purpose of the invalid provision.

14. Place of jurisdiction

The place of jurisdiction is Frankfurt on the Main, Germany, insofar as the parties are merchants or legal entities under public law. MIT also reserves the right to sue the Customer at the latter's place of residence or registered place of business.



15. Place of performance

The place of performance is MIT's registered place of business in Frankfurt on the Main, Germany.

15. Applicable law

These Terms and Conditions and all legal relationships between MIT and the Customer are subject to the law of the Federal Republic of Germany with the exclusion of UN CISG.

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