

## GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC) OF SYMA-SYSTEM GmbH for System Technology and Exhibition Stand Construction

### 1. Scope of application, contract partners, conclusion of contract

- a. All services provided by SYMA shall be governed by the terms of the SYMA offers and these GTC. All contracts with SYMA are concluded exclusively on the basis of the terms and conditions as stipulated herein.
- b. The application of any other general terms and conditions of business, in particular those of the contractual partners, is expressly excluded. Deviating terms and conditions must be expressly confirmed in writing by SYMA in order to be valid.
- c. The contractual partner assures to be an entrepreneur in the sense of the Austrian Business Code (ABC).
- d. SYMA's offers are only intended to initiate contracts and are non-binding and subject to change, unless declared legally binding in writing. SYMA's written confirmation of the contractual partner's order results in a contract.
- e. All agreements, orders, amendments, cancellations, and terminations must be in writing in order to be valid.
- f. Force majeure is the occurrence, or immediately impending or threatened occurrence, of an event or circumstance which prevents or significantly impedes performance by one contractual partner. Force majeure may only be legally invoked by a contractual partner in the following situations.
  - fa. The prevention or impediment cannot be remedied by the contractual partner employing reasonable means and was not foreseeable by the contractual partner at the time of concluding the contract.
  - fb. Events or circumstances which, if the additional requirements as stipulated in these GTC have been met, entitle a party to rescind the contract include, but are not limited to, the following:
    - fc. Acts of war in the country of performance of the contract, irrespective of whether the event giving rise to the war originates from outside the country or in the country itself; widespread civil commotion in the country of performance of the contract shall be deemed equivalent to acts of war. In any case, non-violent acts of preparation for a military conflict or riot are not included. Terrorist acts, if they do not directly affect the main contractual performance, are not to be understood as an event or circumstance in the sense of these GTC.
    - fd. Epidemics, natural disasters and fire disasters for which the contractual partner is not responsible.
    - fe. Release from performance as well as immunity from any claims for damages SYMA may have in direct connection with force majeure shall only be granted for that period of time during which the event or circumstance in question persists and only in connection with performance which is actually impossible or cannot be effected employing reasonable means. If an imminent or threatening event or circumstance then does not occur, this generally constitutes force majeure. The time or period of performance should be postponed if the need arises. Withdrawals from the contract due to temporary performance impossibilities are excluded, unless in connection with performance which, in principle, can be provided but has in the meantime lost any economic sense for the contractual partner. The burden of proof in this respect shall lie with the contractual partner. Unless expressly agreed otherwise in writing, contracts of contractual partners with third parties, or their fate, shall have no influence on SYMA and agreements made with SYMA's contractual partners.
    - ff. In any case, notification by the contractual partner must be given to SYMA as soon as the special situation can be recognized. Failure to give such notification means that the concrete event at issue does not constitute force majeure, even if the other requirements are met.
    - fg. In any case, SYMA is entitled to offer alternative solutions in case of an event that might be subject to force majeure, thus enabling the contractual partner to fulfill the contract under similar circumstances, even if performance is postponed. In such case SYMA will invest its best effort to reach an agreement with the contractual partner.

### 2. Rental object, rental period

- a. The object of a rental contract is exclusively the used exhibition construction materials listed in the contract. The packaging of the rental object remains the property of SYMA and is to be returned.
- b. The rental period as agreed in each case shall apply and no notice of termination must be given. The right to extraordinary termination remains unaffected.
- c. If the contractual partner continues to use the rental object after the end of the rental period, the rental relationship shall not be deemed extended (see also item 4.e.). The continuation or renewal of the rental relationship after its expiry must be expressly agreed in writing.

### 3. Rental purpose, use, permits

- a. The rental object is provided exclusively for the purpose of erecting mobile trade fair or exhibition structures. Any change of use is subject to SYMA's prior written consent. Moving the rental object to a place other than the agreed trade fair or exhibition location is not permitted.
- b. Unless otherwise agreed in writing, the use of the rental object is only permitted inside buildings. The contractual partner assumes liability for any damage resulting from any use of the rental object in violation of the contract.

- c. The contractual partner shall be solely responsible for obtaining any permits required for the construction of mobile trade fair or exhibition stands, in particular building or usage permits, and for meeting any necessary structural requirements.

- d. SYMA does not assume any guarantee that permits for the contractual partner's intended purpose of use of the rental object can be granted.

- e. The contractual partner is obliged to allow SYMA free access to the rental object at any time.

### 4. Rent, withdrawal, additional costs, due date, deposit, late return, setting off, guarantees

- a. The rent is due in advance (see sub-item I).

- b. SYMA is entitled to withdraw from the contract if the contractual partner, despite a reminder to that effect, has failed to fulfil its contractual obligations to us in due time despite reminder.

- c. Unless otherwise agreed, all prices are subject to the statutory value added tax as applicable from time to time.

- d. The agreed total rent is an all-inclusive price for the entire rental period. An early return does not release the contractual partner from its payment obligation. Likewise, the contractual partner shall be obliged to pay if the rental item is not accepted. An ordinary termination of the rental contract is excluded.

- e. If the rental object is not returned to SYMA in due time, the contractual partner agrees to pay SYMA compensation for use, for each day of delayed return, in the amount of the daily rental price calculated on the basis of the contract.

- f. Unless expressly agreed otherwise in writing, the contractual partner assumes all additional costs that may incur for the rental object and its use, in particular the costs of construction and dismantling, collection or delivery, acceptance by third parties, etc.

- g. The rental price in particular does not include the costs of renting space at the trade fair, connection costs, costs for approval procedures (e.g. certificate of static stability), and fees of all kind as charged by trade fair companies. These also include the costs of waste disposal, floor coverings and other residual waste, as well as all consumption costs such as electricity and water costs. Additional services must be agreed upon separately, expressly and in writing.

- h. The contractual partner shall only be entitled to offset counterclaims if these have been established with legal effect or are undisputed. The same applies to any reductions and rights of retention.

- i. Upon conclusion of contract, the contractual partner shall pay SYMA a deposit in the amount specified in the order. That amount is to be transferred into the SYMA account as cash security deposit and will be refunded after termination of the rental contract, if and as soon as the rental object has been returned properly, completely and without defects, and if no further claims of SYMA exist or are expected. The deposit serves in particular to secure the risk of loss and damage and to cover any claims for compensation for use.

- j. Upon request and at the expense of the contractual partner, SYMA agrees to provide a warranty guarantee for the absence of SYMA's performance resulting from the underlying contract by transfer of a fixed amount to the contractual partner upon the latter's written request, irrespective of the legal fate of the underlying transaction.

- k. If the contractual partner declares its withdrawal from the contract more than 14 days before the start of the rental period, it is obliged to pay 50%, from 14 days before the start of the rental period 75%, and from 6 days before the start of the rental period 100% of the consideration agreed with SYMA. Any further claims for damages remain expressly unaffected.

- l. When the order is placed, an advance payment of the size of 100% of the agreed consideration is due and payable, unless otherwise agreed in writing in a specific case. In the event of late payment, the Austrian Business Code [UGB], section 456, shall apply.

### 5. Transfer of the rental object, delivery, risk, condition, insurance

- a. The contractual partner agrees to collect, at its own expense, the rental object at SYMA's seat in 2120 Wolkersdorf, or at the place indicated by SYMA, or at the place expressly agreed upon.

- b. If the contractual partner wishes the rental object to be shipped, this shall be at the contractual partner's cost and risk. The risk of deterioration and accidental loss shall pass to the contractual partner or its representative upon collection of the rental object or, in case of shipment, upon handing over of the rental object to the carrier.

- c. The contractual partner takes over the rental object as it is upon conclusion of the contract, which it acknowledges as being in accordance with the contract, in particular free of material defects. The contractual partner agrees to expressly notify SYMA in writing of defects and incompleteness, if any, of the rental object upon collection or immediately upon receipt of the rental object.

- d. Since the rental object is a used item or a movable, normal signs of use do not give rise to the contractual partner's right to claim rectification, replacement or return. This also applies to color and surface deviations typical of the material.

- e. For the entire term of the contract, the contractual partner agrees to take out and maintain insurance for the rental object at its own expense before commencement of the rental period, covering the risks of fire, tap water, damage by natural forces, theft and vandalism, and to furnish proof of cover upon SYMA's request.

## 6. Contractual use, sublease

- a. The transfer of the rental object to third parties not belonging to the contractual partner's business requires SYMA's explicit prior written consent. The use by the exhibitor or its agents of the mobile fair or exhibition objects erected using the rental object shall not constitute a transfer to third parties.
- b. Modifications of the rental object of any kind (optical change, technical change, etc.) are subject to SYMA's explicit prior written approval and must be removed or reversed upon termination of the rental contract, unless SYMA issues a waiver.

## 7. Care, maintenance/servicing and repair, damage

- a. The contractual partner shall comply with all statutory provisions and official instructions with regard to the rental object and fulfil these at its own expense. The contractual partner further agrees to comply with the manufacturer's instructions and to service the rental object, or have it serviced, in due time in a professional manner and at his own expense.
- b. The contractual partner agrees to treat the rental object, including accessories, etc., with the necessary care and attention, to maintain it in good and serviceable condition and to protect it against theft. The rental object must not be pasted over, nailed, painted or otherwise damaged or impaired.
- c. The contractual partner shall be liable to SYMA for any damage culpably caused by it, in particular for damage resulting from an improper handling of the rental object as well as for theft or loss of the rental object. The contractual partner assumes the same liability for damage caused by its staff, visitors, suppliers, or any other persons present in the contractual partner's rented premises with or without its consent (see also item 8.). The contractual partner agrees to notify SYMA of any damage or loss immediately upon discovery and assumes liability for damage resulting from late notification.

## 8. Safety obligation, contractual partner's liability

- a. The contractual partner assumes the obligation to ensure safety of the rental object and agrees to defend and hold SYMA harmless with regard to claims resulting from a violation of the obligation to maintain safety.
- b. If the contractual partner culpably violates an obligation it is bound to observe, it shall be liable for any damage arising therefrom. In the event of damage, the contractual partner shall be obliged to take all measures necessary to minimize the damage and to preserve evidence.

## 9. SYMA's liability

- a. SYMA shall only be liable for damages due to initial defects of the rental object if SYMA is at fault for the defect.
- b. Claims for damages by the contractual partner, irrespective of their nature, including those arising from pre-contractual advice and tort, shall be limited to cases of intentional or grossly negligent breach of duty by SYMA or SYMA's agents. SYMA assumes liability for slight negligence – including by SYMA's agents and by third parties whose services SYMA make use of for the fulfillment of contractual obligations – only if a main contractual obligation has been violated. In such cases our liability shall be limited to the typically arising, foreseeable, avoidable and direct damage. The main contractual obligation is any obligation the fulfillment of which is essential for the proper execution of the contract and on the compliance with which the contractual partner may regularly rely.
- c. The above exclusions and limitations of liability shall not apply in case of injury to body, life and health resulting from intentional or negligent breach of duty by SYMA or a corresponding breach of duty by a legal representative or agent. Other limitations of liability of SYMA shall remain unaffected. The aforementioned limitations of liability shall also apply in favor of our (other) staff members.

## 10. Return of the rental object

- a. Upon termination of the rental relationship, the contractual partner shall return the rental object, together with accessories, documents, etc. to SYMA in an orderly, operable condition at SYMA's seat in 2120 Wolkersdorf or at the agreed place of collection. If the contractual partner ships the rental object, this shall be at its own risk.
- b. The contractual partner shall return the rental object properly, in the packaging provided by SYMA, sorted as received, and inform SYMA in due time explicitly and in writing about the time of return.

## 11. Labelling / copyright protection

- a. Drafts, sketches, illustrations, drawings, designs and know-how constitute SYMA's intellectual property and are part of a protected construction system.

- b. Such design documents may be requested back by SYMA at any time. Subject to the contractual partner's express written revocation SYMA is entitled to refer to the existing or former business relationship with the contractual partner in its own advertising media, in particular on its website, on design documents with name and company logo.

## 12. Severability, choice of law, data protection

- a. Changes to this contract must be made in writing in order to be valid. This also applies to this written form requirement. The parties to the contract have not made any oral collateral agreements.
- b. Should provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions of the contract shall not be affected thereby.
- c. The same applies if the contract turns out to show a regulation gap. The parties agree to replace the invalid or unenforceable provision(s), or to fill the gap, by (an) appropriate provision(s) which, as far as legally possible, come(s) as close as possible to parties' intention, or what they would have intended in light of the contract's meaning and purpose of the contract, had they considered that issue when concluding this contract or when subsequently adding a provision.
- d. SYMA is entitled to process and store data about the contractual partner on, or received in connection with, the business relationship, irrespective of whether the data originate from the contractual partner or from third parties, in accordance with data protection law and our data protection regulations (<https://www.syma.com/at-de/company/be-informed/datenschutz-grundverordnung>).
- e. All legal relations between SYMA and the contractual partner shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and private international law, even if the contractual partner has its registered office or seat abroad. Place of jurisdiction shall be Vienna. However, SYMA may also sue the contractual partner before the court having jurisdiction for the latter's seat.