General Terms and Conditions

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Commercial Register: HRB 133429. Register court: Frankfurt am Main District Court

These terms govern the contractual relationship between Inside GmbH and its customers in accordance with the laws of the Federal Republic of Germany.

1. Scope

1.1 These General Terms and Conditions (terms) apply to all deliveries and other services provided by Inside GmbH to entrepreneurs. Contracts under these terms are concluded exclusively with entrepreneurs (hereinafter referred to as the "customer" or "customers"). An entrepreneur within the meaning of §14 of the German Civil Code (BGB) of the Federal Republic of Germany is a natural or legal person or partnership concluding a legal transaction in the exercise of its commercial or independent professional activities.

1.2 These terms apply in particular to contracts for the delivery or rental of such items as exhibition stands, in whole or in part, as well as any requisite accessories, irrespective of whether we manufacture them ourselves for the customer or purchase them. In the context of these terms, these contractual items are generally referred to as "goods", "contractual items", or "rental items".

1.3 Unless otherwise agreed, the terms valid at the time of the customer's order or in any case in the version last communicated to the same in text form shall also apply as a framework agreement for future contracts of a similar nature, without our having to refer to them again in each individual case.

1.4 Insofar as we rent out contractual items, all provisions of these terms shall also apply to the corresponding rental agreements insofar as they are applicable. In all other respects, the special conditions in §11 below shall apply.

1.5 Our General Terms and Conditions apply exclusively. Any deviating, conflicting or supplementary customer terms and conditions shall only become part of the contract if and to the extent that we have expressly agreed to the same in writing. This requirement persists even if we make delivery to the customer without reservation in knowledge of the same.

1.6 Any individual agreements made with the customer on a case-by-base basis (including collateral agreements, supplements and amendments) shall at all times take precedence over these terms. Subject to proof to the contrary, a written contract or our written confirmation of the same shall be authoritative for the content of such agreements.

1.7 Legally relevant declarations and notifications required of the customer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of cancellation or claims for reduction in price) must be made in writing to be effective.

1.8 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded herein.

2. Conclusion of contract

2.1 Upon receiving their enquiry, potential customers will receive an offer from us with a list of the services to be provided. Unless otherwise stated, our offer is legally binding.

2.2 The customer can accept this offer by making a declaration of intent in text form. Unless otherwise stated in the offer, the customer has five business days after receipt to accept our offer.

2.3 If our offer is not legally binding as stipulated in §2.1 above, it shall be considered subject to change and non-binding. This applies also if we have provided the customer with catalogues, advertisements, technical documentation (e.g., content specifications, drawings, plans, calculations, calculations, references to standards), other product descriptions, and/or other documents, including those in electronic form, to which we reserve ownership rights and copyrights. Said documents may not be made accessible to third parties; this applies especially to any documents labelled "confidential". Any disclosure to third parties requires our express written consent.

3. Delivery periods and delay in delivery

3.1 A delivery period shall only be binding if we have agreed or specified it individually upon our acceptance of the order or in our offer. The clock on any delivery period specified by us shall only start running once all questions relevant to the processing of the order have been clarified, i.e., after we have received all documents to be supplied by the customer, together with any necessary authorisations and releases, in particular any requirements of the trade fair operator/organiser.

3.2 If we are unable to meet previously agreed delivery deadlines for reasons beyond our control, we will inform the customer immediately and advise them of the new expected delivery deadline. The delivery of excess or short quantities is permissible in instalments, insofar as the purpose of the contract can be achieved; otherwise, deliveries up to plus/minus 10% are permissible. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the customer.

3.3 Delivery periods and dates are generally subject to timely and sufficient receipt of the requisite materials and supplies. If delivery difficulties arise for which we are not responsible, despite the conclusion of a transaction with our supplier(s) to cover the transaction with the customer, , we reserve the right to withdraw from the contract.

3.4 Our failure to meet a delivery deadline entitles the customer to withdraw from the contract without giving us a grace period if the customer has expressly stated no later than upon conclusion of the contract, that such service if delivered late would no longer be feasible and would no longer constitute fulfilment of the contract (transaction with an absolute deadline).

3.5 In the event we are unable to meet a delivery deadline, the customer must set us a reasonable subsequent delivery deadline (grace period). The customer shall only be entitled to withdraw from the contract once this grace period has expired without result. §§ 3.4. and 3.6.remain unaffected by this provision.

3.6 We are not responsible for delays in performance due to force majeure (e.g., labour strikes, lockouts, official orders, general disruptions to telecommunications), circumstances within the customer's area of responsibility (e.g., failure to provide required cooperation in a timely manner or third-party delays attributable to the customer), or actions caused by third parties (e.g., event organisers). In this case, we shall be entitled to postpone the delivery of our services by the the duration of the hindrance plus a reasonable start-up time, but within a maximum of four months, insofar as this would continue to serve the purpose of the contract. We shall notify the customer immediately of any delays in performance due to force majeure.

3.7 If we are culpably in default of delivery, our liability for damages shall be limited to typical damages foreseeable at the time of conclusion of the contract, but capped at 20% of the net purchase price. The above limitation shall not apply if our delays are the result of gross negligence or wilful intent or are the result of damage to life, limb or health.

4. Delivery, transfer of risk, acceptance, default of acceptance

4.1 Unless otherwise agreed in individual cases, delivery shall be made from our company headquarters, which is also the place of fulfilment for the delivery and any subsequent performance. Unless otherwise agreed, we are entitled to determine the type of despatch (in particular the transport company, despatch route, packaging).

4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover, if not sooner. If the goods are despatched, however, the risk for their accidental loss and deterioration as well as the risk of delay shall pass upon handover of the same to the forwarding agent, i.e., the carrier or the person or institution otherwise designated to carry out the despatch.

4.3 If despatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day on which the goods are ready for despatch.

4.4 In any case, the customer must provide us with all necessary instructions regarding the delivery in good time before the same. In particular, the customer must inform us about any existing obstacles to access and, if applicable, any requisite authorisations, access options, hall sizes, access routes, and any and all other relevant conditions at the place of delivery. The customer must also inform us whether the tools/vehicles required for setting up the contractual items, such as cranes, forklift trucks, pallet trucks, etc., will be available at the place of delivery. The customer bears sole responsibility if a delivery is delayed or is unable to be made due to the lack of such information.

4.5 Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to the handover of the goods or acceptance of delivery.

4.6 If the customer is at fault for failing to accept the goods at the agreed time , the customer shall be in default of acceptance. The customer shall then bear the costs of any additional expenses incurred as a result. We reserve the right to set a reasonable grace period for acceptance. Should the second acceptance also fail, we shall be entitled to withdraw from the contract. In such a case, we may claim lump-sum compensation amounting to 10% of the net purchase price, while reserving the right to claim further damages. The customer is entitled to prove that no or only minor damage was incurred.

5. Prices, shipping costs and terms of payment

5.1 The prices quoted are net and, unless otherwise agreed, do not include the costs of shipping (including tolls and customs duties), packaging, insurance, or the tools/vehicles required for assembly on-site. Price reductions for postage, bank transfer costs, or similar charges will not be recognised. Charges for collection after use are quoted separately.

5.2 Any increases in the price or other price components as may arise between the conclusion of the contract and delivery due to circumstances beyond our control, such as fluctuating exchange rates, levies, customs duties, etc., may be charged to the customer accordingly.

5.3 The customer is obliged to pay VAT as required by the national regulations of the country of destination, insofar as the contract includes taxable transactions. The customer is solely responsible for paying any taxes due on the goods upon importation into the country of destination.

5.4 Unless otherwise agreed, the purchase price is due within 14 days of the invoice date.

5.5 We reserve the right to deliver only after receiving a deposit or full payment in advance, as stipulated in our offer or order confirmation. The same applies to any existing customer who in a previous transaction failed to make only after a second dunning notice.

5.6 We reserve the right to adjust our prices accordingly, even after conclusion of the contract, due to changes in the circumstances relevant for determining the price, in particular the costs for delivery, materials, wages, currency fluctuations or other unforeseen events. We shall provide justification for such price increases or reductions to the customer upon request. In the event of a price increase of more than 10% after conclusion of the contract, the customer has the right to withdraw from the contract with written notice provided within 7 days of receiving notice of said price change.

6. Invoicing, interest, no offsets

6.1 The invoice shall be issued after despatch of the goods or, in the case of imported goods, at the time they arrive at a European port (air or sea) or when the goods are made available.

6.2 The customer shall be in default upon expiry of the payment deadline (§5.4).

6.3 In the case of contracts with merchants, we are entitled to charge the customer interest on balances in arrears at a rate of 9 points above the base rate. Such interest shall be calculated from the original due date. We reserve the right to assert further damages caused by default.

6.4 If the customer is in default of payment, we shall charge a lump sum of €40.00 for default in accordance with §288 para. 5 BGB.

6.5 If the customer is in default of payment or if imminent insolvency or other significant deterioration in the customer's financial circumstances shall occur, we may withdraw from the contract after setting a reasonable grace period for outstanding deliveries under any current contract, with the payment term being cancelled.

6.6 In the event of late payment, we reserve the right to claim liquidated damages amounting to 10% of the net purchase price. We reserve the right to claim further damages for default. The customer is entitled to prove that no or only minor damage was incurred.

6.7 The customer may only offset against our claims with counterclaims that have been legally established or recognised by us. The exercise of any right of retention is also only permitted under corresponding conditions for counterclaims resulting directly from the same contractual relationship.

7. Warranty and notification of defects

7.1 The warranty period for new goods and spare parts is one year and begins on the date of delivery of the item. Liability for defects is excluded for used goods. The rights arising from §§478, 479 BGB remain unaffected by this. The reduction of the warranty period to one year or the exclusion for used goods shall not apply if the obligation to pay compensation is based on injury to life, limb or health due to a defect for which we or our agents are responsible due to grossly negligent or wilful actions. In this respect, the statutory limitation periods shall apply. Nevertheless, we remain liable in accordance with the Product Liability Act.

7.2 If the customer demands subsequent fulfilment, we may, at our discretion, carry this out by remedying the defect or by delivering or recreating the defect-free subject matter of the contract. The customer must give us the time and opportunity required for the subsequent fulfilment owed and must hand over the rejected goods for our inspection. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions.

7.3 We are entitled to make the subsequent fulfilment owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the total order amount that reflects the value of the defect.

7.4 No complaints can be made about variations in quality, colour, weight, feel or dimensions due to temperature changes that are customary in the trade or commonly found in such products and raw materials, as well as any minor, unavoidable material, technical, physical or chemical variations. This applies in particular to our products as they are made from natural raw materials such as wood, which are subject to natural variations in appearance, colour, smell, feel and climatic conditions.

7.5 Samples and specimens are only approximate illustrative pieces for quality, dimensions, feel and colours.

7.6 Only the direct customer is entitled to warranty claims against us. The assignment of warranty claims is excluded.

7.7 The customer is obliged to inspect the delivered goods immediately upon delivery or handover and, if a defect is discovered, to notify us immediately. If the customer fails to notify us, the goods shall be deemed to have been approved, unless the defect could not hav been identified during such an inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise, the goods shall be deemed to have been approved despite this defect. The above shall not apply if we have fraudulently concealed the defect or have made a guarantee to the contrary. If we subsequently enter into negotiations about said complaint, this does not in any way constitute a waiver of our right to claim that the customer's notice of said defect was late, insufficient or unfounded.

7.8 §377 HGB remains unaffected.

7.9 If, after notice of a defect, the subsequent product inspection reveals that the customer's claim is obviously unfounded, we may require the customer to compensate us for our expenses up to €500.00; both contracting parties are at liberty to provide evidence of lower or higher expenses in individual cases.

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8. Reservation of title

8.1 We retain title to the delivered goods until all claims arising from the business relationship with the customer have been paid in full.

8.2 The goods to which we retain title may neither be pledged to third parties nor assigned as security until all claims arising from the business relationship with the customer have been paid in full. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).

8.3 If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods itself does not constitute cancellation of contract; we are rather entitled to demand only the return of the goods and to reserve the subsequent or concurrent right to cancel the contract. If the customer does not pay the purchase price due, we may only assert these rights if the reasonable payment deadline we have previously set has not been met by the customer or if setting such a deadline is dispensable according to the statutory provisions.

8.4 The customer is authorised to resell and/or process the goods to which we retain title in the ordinary course of its business subject to the following provisions unless this right is revoked in accordance with (c) below.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with third-party goods, such third parties also retain their title, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods to which we retain title.

(b) The customer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We hereby accept the assignment. The obligations of the customer stated in §8.2 above shall also apply in consideration of the assigned claims.

(c) The customer shall remain authorised to collect the claim in addition to us. We agree not to collect the claim as long as the customer fulfils it payment obligations to us and there is no reason to suspect its capacity to pay as agreed and we have not asserted the retention of title in accordance with §8.3 above. If we have, however, we may demand that the customer inform us of the assigned claims and its debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we may choose to release our security claim on said goods at the customer's request.

9. Limitation of liability

9.1 We shall only be liable for simple negligence in the event of a culpable breach of an obligation essential for the proper performance of the contract and which the customer has regularly expected to be met and was entitled to expect the same (cardinal obligation or material contractual obligation). Otherwise, liability is excluded in the event of simple negligence. In addition, we shall be liable without limitation for damages if we are guilty of intent or gross negligence.

9.2 Insofar as we are liable for simple negligence in accordance with §9.1, the liability shall be limited to such damages as typically occur and were foreseeable at the time of conclusion of the contract.

9.3 Liability for loss of profit and consequential damages, i.e., damages not caused to the item itself but to other legal assets as a result of said defect, are excluded. Liability for consequential harm caused by a defect shall only apply to such damages without restriction if caused with intent or gross negligence, or in the cases set forth in §9.4 below. The obligation to give notice of defects in accordance with §7.7 shall also apply to any claims for consequential damages caused by a defect.

9.4 The above exclusions and limitations of liability shall not apply if a guarantee within the meaning of the German Civil Code (BGB) has been made for the quality of the goods or services or if a defect has been fraudulently concealed. We shall also be liable without limitation for damage incurred by the customer to life, limb and health.

9.5 The aforementioned exclusions of liability also apply to non-contractual claims for damages, the breach of ancillary contractual obligations, incorrect advice, and for damages incurred before or at the time of conclusion of the contract.

9.6 Insofar as our liability is excluded or limited, this shall also apply to the liability of our legal representatives and/or vicarious agents.

10. Subcontractors, intellectual property, documents, confidentiality

10.1 We are authorised to commission subcontractors to provide the agreed services in whole or in part.

10.2 We, Inside GmbH, are entitled to any industrial property rights arising from contractual items manufactured by us for the customer.

10.2.1 Unless expressly agreed otherwise, the customer shall receive a limited, non-exclusive right to use the contractually provided services for the agreed contractual purpose after full payment of the agreed remuneration; such licence is not limited in terms of time and territory.

10.2.2 All images, drawings, plans, constructions, models or other documents and objects created by us or our subcontractors in fulfilment of the contract are protected by copyright or are subject to other intellectual or performance protection rights. The customer is not authorised to reproduce, publish, edit or otherwise exploit the aforementioned documents, objects, or records without the prior express consent of Inside or the owner(s) of said property rights.

10.2.3 Unless expressly agreed otherwise, the source code is not part of any software services owed.

10.2.4 Unless expressly agreed otherwise, we shall be entitled to use for our own purposes the programming, images, drawings, plans, designs, models or other documents and objects created, to apply for industrial property rights for the same, and also to use and exploit them in contractual relationships with other parties, provided that this does not affect the rights of the customer.

10.3 If records, documents and objects are only handed over to the customer on loan for the fulfilment of the contract, the customer must return these at its own expense after the end of the contract, but no later than two weeks after being requested to do so by us. The customer shall not acquire ownership or any further right of possession or use, unless expressly agreed otherwise. In the event of damage, destruction or loss of the records, documents and objects, the customer shall reimburse all costs necessary for their restoration. Further claims for damages remain reserved.

10.4 The parties agree not to disclose any and all confidential information that comes to their knowledge from and about the other contractual partner during the initiation of the contract or during the term of the contract. Confidential information includes any and all information of a technical, commercial and financial nature, such as persons involved, customer information, potential financial partners, analyses, information about products, manufacturing processes, strategies and cooperations, as well as all other information that one party has declared confidential to the other party either verbally or in writing. The confidentiality obligation also applies to and vis-à-vis any subcontractors and legal successors and for 5 years after the end of the fulfilment or termination of the contract.

11. special conditions for the rental of contractual objects

11.1 If the customer rents contractual items from us, the rental agreement shall be concluded in accordance with §2.

11.2 All terms and conditions herein shall also apply to rental agreements, unless not applicable to rental agreements in terms of its legal regulatory content.

11.3 If a rental agreement is concluded, the customer is obliged to pay us the agreed rent. §§ 5 and 6 apply to the payment of the rent. We reserve the right to change the rent with timely notice in text form to the customer. If the customer objects to the change in the rent, such notice must be made within 48 hours of receiving notification of the price change. If this is not done, the price change shall be deemed to have been accepted.

11.4 In addition to the rental fee, the customer shall also bear the costs of transporting and setting up the rental objects, including the costs of any cranes, forklift trucks and other equipment required for transport or setting up.

11.5 The minimum rental period is one calendar day (0:00 to 24:00); any rental beyond midnight corresponds to an additional day.

11.6 The rental period begins on the day on which the contractual items arrive at the agreed place of delivery and ends on the day on which the contractual items are returned to us. The rental period shall also include general, statutory and customary public holidays and holiday periods, during which the customer shall continue to pay the agreed rental price, unless expressly agreed otherwise. Delays in delivery and/or collection for which we are not responsible shall be added to the rental period.

11.7 The customer is obliged to give us the necessary instructions for delivery and removal; §4 applies accordingly.

11.8 The customer has the right and is obliged to inspect and accept the contractual items upon receipt; §7.7 applies accordingly.

11.9 The customer is obliged to treat the rental items with the required, specific and necessary care throughout the entire rental period. The rented items shall remain our property at all times. The customer is not permitted to grant third parties any rights to the rented items, nor is the customer permitted to sublet the rented items or allow third parties to use them in any other way.

11.10 The customer is not authorised to make changes to the rental items unless we have expressly agreed to this in text form. Any costs incurred for authorised and agreed modifications shall always be borne by the customer. The customer is not entitled to any form of compensation or an increase in the value of the rental property as a result of changes/adjustments. Upon termination of the rental agreement, we shall decide whether we wish to have the changes made by the customer removed or retain them. In the first case, the customer must restore the rented property to its original condition or have it restored; the resulting costs shall be borne by the customer, even if the customer has not restored the property to its original condition and we are required to do so.

11.11 Faults, defects and other damage or losses must be reported to us immediately in text form, stating all details in the form of a report. The resulting repair costs shall be borne by the customer.

11.12 The customer may only carry out its own repairs or have them carried out by third parties it has authorised with our consent. The resulting repair costs shall be borne by the customer.

11.13 We are entitled to inspect the condition and use of the rental items at any time during the rental period, even without prior notice. The customer must ensure that we or a person authorised by us have access to the rented items.

11.14 At the end of the rental period, the customer is obliged to return the rental items cleaned and in the condition specified in the contract, including all accessories. Any signage referring to the customer or the event must be removed by the customer without leaving any residue. All costs, including but not limited to loss, cleaning and repair, which are necessary to restore the rented items to the condition in which the customer received them shall be charged to the customer.

11.15 We reserve the right to terminate the rental contract extraordinarily and immediately if we become aware of circumstances that entitle us to terminate the contract for good cause.

12. Applicable law, choice of law

12.1 The contracts concluded are subject to the law of the Federal Republic of Germany.

12.2 The provisions of the UN Convention on Contracts for the International Sale of Goods and private international law shall not apply.

13. Contract language, written form, severability clause

13.1 The contract language is German. [This English translation is provided solely for the sake of convenience.]

13.2 Amendments or additions to this contract must be made in writing. This also applies to amendments to this written form clause.

13.3 If one of the above provisions is invalid in whole or in part due to statutory provisions, regulations or amendments to the law, all other provisions shall remain unaffected and shall continue to apply in full insofar as they are legally permissible.

14. Jurisdiction agreement

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Frankfurt am Main, Germany.

15. place of fulfilment

The joint place of fulfilment of the parties is Frankfurt am Main, Germany.