

General Terms and Conditions of the Koelnmesse Group for Digital Marketing Services

1. Scope, general terms and conditions of the contract partner

(1) These General Terms and Conditions apply to all digital marketing services provided by Koelnmesse GmbH (hereinafter: “Koelnmesse” or “User”). These services particularly include digital advertising space, virtual showrooms and video hosting. The respective User is defined by the specific contractual relationship.

(2) These General Terms and Conditions are accepted as binding when the order form is signed and returned or when any other order is placed, in particular when ordering via the Koelnmesse Media Shop. In addition, these General Terms and Conditions apply for all current and future business relations that Koelnmesse has with companies in terms of Section 14 of the German Civil Code (BGB), legal persons under public law and separate assets under public law.

(3) Divergent or supplementary general terms and conditions of the contract partner will, even if acknowledged by Koelnmesse, only be deemed applicable if their validity has been agreed to in writing.

2. Contractual relations

(1) Unless otherwise agreed or specified, contractual relationships for all services exist exclusively between Koelnmesse and the contract partner. Orders placed by third parties are considered to have been made on behalf of and on the authority of the party for whom the ordered services are intended.

(2) Koelnmesse is entitled to commission a third party to provide the services ordered. These third parties act in the name of and on behalf of Koelnmesse. The name of the responsible third party can be found in the order form, in the information contained on the Koelnmesse Media Shop or by contacting Koelnmesse.

(3) Insofar as Koelnmesse’s Conditions of Participation (General and Special Sections) and the Technical Guidelines have been agreed between the contracting parties, their validity shall not be affected by these Terms and Conditions. In the event of any discrepancies, the Conditions of Participation and the Technical Guidelines of Koelnmesse have precedence.

3. Type and scope of performance

(1) The services are performed as described in the offer or order. Koelnmesse is not obliged to check the information provided by the contract partner for completeness and correctness. Changes or additions to an order shall only be valid if they are specified and confirmed in writing in terms of type and scope.

(2) A date or performance period is agreed for the performance of the service, depending on the service in question. If the service is to be provided prior to an event, it shall be provided in good time so that it is available at the start of that event.

(3) However, Koelnmesse is entitled to refuse to provide the service owed until the contract partner has fulfilled its financial obligations to Koelnmesse, in particular but not limited to those arising from previous events.

4. Cooperation obligations of the contract partner

(1) Insofar as the provision of the service depends on the cooperation of the contract partner, this cooperation must be provided within the agreed deadline or otherwise in good time so that Koelnmesse can provide its services as contractually agreed. In addition, this cooperation on the part of the contract partner must be provided in such a way that it complies with the contractually agreed specifications.

(2) It is the contract partner’s responsibility to ensure that the materials it transfers to Koelnmesse may be used by Koelnmesse for the provision of services and for the contract partner’s use in accordance with the

contract. Therefore, the contract partner may only transfer such materials to Koelnmesse for which no third-party rights (e. g. copyrights) conflict with regard to the provision of services by Koelnmesse. Koelnmesse does not carry out any checks in this respect.

5. Acceptance and guarantee

(1) Before using the digital marketing services provided, the contract partner must determine whether the services are complete and in order. The services are considered to be performed in accordance with the order if the contract partner does not immediately – at the latest upon publication or when the service commences – submit a written complaint. The complaint must exactly describe the time, place, type and extent of the deficiency.

(2) In all other cases, complaints of any kind regarding the performance of the contractually agreed upon services must be submitted to Koelnmesse immediately – after determination of the deficiency – in writing for the purpose of remedial action. Koelnmesse is obliged to remedy the deficiency by rectifying it.

(3) If services are not accepted, the contract partner is still obliged to pay insofar as the refusal is not due to fault on the part of Koelnmesse.

(4) In the case of services performed by third parties, Koelnmesse shall assign existing warranty and damage claims against the service partner to the contract partner. Except in cases of intent or gross negligence, there is no basis for any direct or additional damage claims against Koelnmesse.

6. Liability

(1) Any liability of Koelnmesse is excluded unless Koelnmesse or its vicarious agents have acted with wilful intent or with gross negligence.

(2) In an exception to Paragraph 1, Koelnmesse is liable for any cases of negligence where fundamental contractual obligations have been violated; however, its liability for damages is limited to predictable and conventional cases of damage that are typically covered by agreements. Claims may not be filed for loss of profit or for other consequential damages.

(3) The terms of limited liability and non-liability in Paragraphs 1 and 2 do not apply to damages arising from injury to life, body or health.

(4) The liability of Koelnmesse is limited to the following maximum amounts:

- a) 5,000,000 euro for personal injury
- b) 5,000,000 euro for damage to property
- c) 100,000 euro for pecuniary damage
- d) 50,000 euro for loss of contractually protected property

The foregoing provision is also applicable in the case of a breach of preliminary/secondary contractual obligations.

(5) Koelnmesse shall not be liable for the success that the contract partner hopes to achieve through the digital marketing services ordered.

7. Default/offsetting

(1) In the event of default, Koelnmesse is entitled to charge default interest at the rate of 9 percentage points above the base rate of interest pursuant to Section 247 of the German Civil Code (BGB).

(2) The contract partner is disqualified from setting off a claim with counterclaims insofar as they are not undisputed or res judicata.

8. Limitation of time

(1) The contract partner’s claims based on the contractual relationship and all claims related to it shall become time-barred after one year, unless a shorter limitation period applies or the liability of Koelnmesse is the result of wilful intent.

(2) Any longer limitation periods for claims to damages due to tortious claims, malicious intent or culpable impossibility remain unaffected.

(3) The limitation period shall commence at the end of the month of the respective performance date or the last day of the respective performance period.

9. Place of performance, place of jurisdiction, applicable law

(1) The place of performance is Cologne. If the contract partner is a commercial agent, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship is Cologne, subject to the terms contained in Paragraph 2. This also applies if the contract partner does not have a general place of jurisdiction in Germany.

(2) The User is also entitled, if it so chooses, to file its claims in the local court of the city that is the contract partner's general place of jurisdiction.

(3) German law and the German text of these General Terms and Conditions apply to all legal relationships between the contract partner and the User.

10. Concluding provisions

(1) Should one or more of these provisions be invalid, the validity of the remaining provisions and of the contract as a whole shall not be affected. Instead of the invalid provision(s), substitute provision(s) that will be most likely to achieve the economic purpose being pursued by the parties to this contract will be regarded as agreed upon. This will also apply correspondingly if there is an omission in the contract.

(2) All changes to the contract between the contract partner and Koelnmesse must be made in writing. This also applies to any changes to this written-form clause.