

## GENERAL TERMS AND CONDITIONS ('terms') OF Standout GMBH (Standout)

### I. GENERAL CONDITIONS

**1. Offers and contractual relationships:** All contractual relations between Standout and clients/customers (hereinafter to be referred to as the 'customer') shall be solely subject to these 'terms'. All other contradictory or deviating conditions mentioned by the customer shall only be accepted on condition they have been explicitly approved by Standout. In cases of hire or purchase the additional conditions in sections II and III shall also apply. Orders placed by the customer are binding and irrevocable. Standout shall be entitled to accept this order within 30 days of receipt by Standout by way of provision/completion, or the sending of written confirmation, or by issuing an invoice for part payment according to point 13. If the customer has placed an order for goods/services for a specific trade fair and the order has not been officially confirmed by Standout by 1 week before the beginning of the event, the customer shall be obliged to inform Standout of this fact immediately. There shall be no obligation on the part of Standout to accept an order placed by a customer. Quotes or offers provided by Standout shall be non-binding.

**2. Customer cooperation:** On order placement the customer shall also become obliged to ensure proper and punctual provision of all documentation according to the dates agreed (i.e. plans, models, permits, and guidelines for execution etc.) that shall be necessary for completion of the order by Standout. This documentation must be provided in such a form as to ensure faultless completion of the order. In particular, the customer shall be responsible for the collection of, and payment for (at his/her own expense), all permits required for the execution of the order. Samples of items and materials provided to the customer of Standout for inspection, must be confirmed as accepted in writing and returned within the deadline provided; otherwise they will be considered to have been 'accepted without changes'.

**3. Scope of services:** If not stated otherwise, Standout shall only be obliged to deliver the items ordered to the place determined for collection. The customer shall be obliged to place a separate order with Standout for assembly/dismantling and other additional services.

**4. Venue for collection:** As a general principle the venue for collection shall be the address provided in the order for deliveries. If the customer places an order for a delivery to a specific trade fair the venue for collection shall be at the stand in the hall named by the customer at the trade fair in question.

**5. Time of delivery:** As a general principle the time of delivery shall be determined by Standout and announced to the customer. When possible Standout will take into account wishes stated

by the customer in the order; or seek to make an agreement with the customer. If the customer orders a delivery to a specific trade fair the delivery must be conducted during the assembly times provided by the trade fair organiser in the freely and publicly available general registration forms for exhibitors, unless otherwise agreed with the customer. Otherwise, Standout shall be bound to complete service provision within 30 working days after acceptance of the order at the latest.

**6. Delivery/Transfer of risk:** The customer must ensure that he/she himself/herself, or a person authorised by the customer to the purpose of receiving the goods, is present at the point of delivery at the agreed time of delivery. If this is not the case Standout shall be entitled to leave the goods intended for handover to the customer at the agreed point of delivery. Goods to be delivered by Standout to the customer shall be considered to have been handed over if the customer takes them without complaint or if, at the agreed time and place of delivery, Standout deposits the goods intended for collection by the customer or by his/her authorised representative. Once the goods have been handed over, liability for risks of coincidental damage or destruction of goods shall be transferred to the customer. Standout is not obliged to inspect the accreditation of people present at the stands when the goods for rent are delivered.

**7. Copyrights:** All documents and drafts produced by Standout or their employees and subcontractors for the purpose of producing an offer or for the purpose of sealing a contractual agreement (particularly drafts, plans and models) remain subject to complete ownership by Standout and may not be made accessible to third parties, published or copied without receiving prior permission from Standout. The customer may only use such documents for the sole purpose agreed. If a contractual relationship does not materialise or is subsequently cancelled, all such documentation must be returned to Standout immediately.

**8. Data Protection:** The processing of personal data by Standout takes place in accordance with the applicable data protection rules and regulations. For details on the processing of your data, in particular for the specific processing purposes and legal basis, please refer to the data privacy policy for exhibitors, which is available at [www.standout.eu/privacy-policy](http://www.standout.eu/privacy-policy). If the customer notifies Standout of personal data of third parties (in particular data of representatives, contact persons, agents or other employees of his company) within the order or in the course of the contract, he is obliged to inform the persons concerned without any delay and to provide them with the data privacy policy of Standout. The customer is liable for any disadvantages incurred by the organiser in breach of this obligation.

**9. Consent according to Section 174 TKG:** The customer expressly consents to Standout sending him emails from time to time containing information, advertising and surveys on our own offers, events and services ("email newsletter"), or contacting him by phone to conduct surveys on own events and services. This consent can be revoked at any time by email to [info@standout.eu](mailto:info@standout.eu).

**10. Permission to advertise:** Furthermore, the customer shall permit Standout to use customer details, company names and corporate logos, as well as pictures of stands erected by Standout, or erected according to plans made by Standout or the customer for Standout's own advertising purposes (such as for addition to reference lists, presentation on the internet, entries in customer magazines or in other forms of advertising).

**11. Rescission:** If (a) the customer is in arrears with payments to Standout regardless of whether these debts stem from this or other orders; or (b) insolvency proceedings have been initiated against him/her or there is a threat of such proceedings being initiated, Standout shall be entitled to withdraw from the contract and to withhold the provision of services, regardless of the duty of the customer to pay. Should Standout choose to withdraw from the contract the customer shall be liable to pay the agreed cancellation fee.

**12. Prices:** All prices are quoted net, plus the applicable statutory VAT rate, plus all other taxes, duties and contributions due on placement, acceptance, execution and completion of the order (i.e. legal transaction fees [pt. 24] and advertising duties). Price information pertains to deliveries and services at the exhibition centres in Salzburg and Vienna; sales prices are quoted ex works in Salzburg or Vienna. At other points of service the expenses, allowances, handling and transportation costs may be invoiced separately. Additional services not included in the offer shall be invoiced at the actual price of services and goods used. If Standout revises an existing invoice based on a customer's request, for example to change the billing address or other information on the invoice, this will be subject to a flat fee of € 49,00 (plus VAT).

**13. Conditions of payment:** Standout reserves the right to demand a part payment of 50% of the order value on receipt of the order. If a customer resides in a foreign country, is a new customer or a customer who has previously been late on a payment or whose creditworthiness is not assured, Standout is entitled to demand a full payment of 100% of the order value in advance. Deliveries made to a specific trade fair that the customer only ordered from Standout from a week before the fair up to during the fair itself, (the valid time of receipt being the date upon which Standout officially received the order), will only be completed after a full advance payment. The customer is at no point entitled to set off or withhold due payments against counterclaims of any kind.

**14. Changes in fees and prices:** Should prices or fees change (i.e. transport, forwarding or energy prices), charges shall be based on the prices and fees valid at the moment of service provision.

**15. Cancellation terms:** The cancellation of an existing contract or order shall only be permitted for items hired or purchased for a particular trade fair, and only if (a) a cancellation fee is paid, (b) these items were not produced by Standout, or ordered from a third party by Standout for this contract, and (c) only if notification is submitted by the customer in writing, and received by Standout no later than 2 weeks prior to the beginning of the event for hired items, and 4 weeks prior to the beginning of the event for purchased items. As regards hired items, the fee for a cancellation received at the latest 4 weeks prior to the beginning of the event shall

30% of the net order value. For a cancellation received at the latest 2 weeks prior to the beginning of the event this percentage shall rise to 50%, thereafter 100%. In each case, this will also be subject to payment of an additional 1% of the total rental fee to cover legal transactions. As regards purchased items, the fee for a cancellation received at the latest 4 weeks prior to the beginning of the event shall be 50% of the net order value, thereafter 100%. In addition to the cancellation fee, the customer shall be obliged to compensate Standout for all costs, unavoidable expenditure and financial outlay by Standout in the context of the cancelled contract/order up to the time of cancellation, to the amount to which they exceed the total amount of the cancellation fee. If the item ordered is not picked up at the date and time agreed, the customer shall be obliged to pay the full price for the item.

**16. The written form:** Wherever these terms and conditions insist on the use of written communication, this obligation will also be considered to have been fulfilled in the case of declarations made (without a personal signature) that have been sent from and to an authoritative e-mail address. An authoritative e-mail address in compliance with this condition is: a. for the customer: the e-mail address with which he/she is registered with the online shop run by Standout, or the one that has been given in the course of placing an order (using the order form) and b. for Standout: the following e-mail address: info@standout.eu.

**17. Choice of legal basis:** Austrian law shall apply. Legal reference provision norms for international commercial disputes and the United Nations Convention on Contracts for the International Sale of goods shall not apply. Legal venue is the city of Salzburg.

**18. Limited liability:** Standout shall only be held liable for damage caused by deliberate or grossly negligent behaviour and only for positive damage.

## II. SPECIAL RENTAL CONDITIONS

**19. Rental period:** If the customer orders a rentable object for a specific trade fair the rental period shall be for the duration of the trade fair (including the assembly period provided by the fair organiser) as long as the entire period does not exceed 7 days. A longer rental period must be agreed between the customer and Standout in a separate agreement.

**20. Usage:** Rental objects may be solely used for the agreed purpose and may not be used by third parties. They must be subjected to the least wear, tear and stress as possible and may not be changed without prior receipt of consent from Standout. Special markings on items for rent may under no circumstances be removed by the customer. The customer shall be prohibited from applying any stickers to the said goods, from gluing items to these goods, from attaching items with nails or staples of any type, and from damaging the goods for rent in any way.

**21. Liability and return of goods:** The rented object must be made available for collection immediately after the event has ended. If there is a delay Standout shall be entitled to prepare the rented objects for collection at the risk and expense of the customer. The consent of the customer shall be a prerequisite in this regard. Regardless of the question of guilt, the customer shall be held liable for loss of, or damage to, rented objects from the point of handover to the point of return. In cases of damage or loss Standout shall be entitled to invoice the customer for the price of brand new replacements for missing or damaged objects. Any faults identified by Standout on returned rented goods will be reported to the customer. These findings shall be considered to have been accepted if the customer does not object in writing within 1 week of receiving this information.

**22. Complaints / Warranty:** As a general principle rental objects are used on a number of occasions and are thus not classified as being brand new. Small deviations in the versions, dimensions and colours available cannot be categorised as faults. The customer shall be obliged to ensure the rented item(s) is (are) complete and in full working order when it is (they are) handed over to the customer. Receipt of the rented goods by the customer shall signify confirmation of the fault-free condition of the items in his/her possession, unless a written complaint specifying defects is submitted immediately. If the customer's complaint is justified, Standout's obligation to honour warranty rights shall be limited to rectification of the fault(s) as regards items that have already been used.

**23. Rental prices / surcharges:** As regards deliveries of hired objects to a specific trade fair, which have been ordered from Standout later than 2 weeks before the trade fair commences (the valid time of receipt being the date upon which Standout officially received the order), there will be a last-minute surcharge of 25% added to the listed price. All prices are intended for a maximum rental period of 7 days. A surcharge of 15% will be charged for a rental period of up to 10 days. Special agreements shall be made with each individual customer for events lasting more than 10 days. If rental objects are returned late, the customer shall be liable to pay Standout for all actual resultant costs or losses. A minimum of 15% of the full order value shall be charged in such cases.

**24. Billing:** Rental contracts are subject to a legal fee of 1%. The fee assessment is based on the rental charge including value-added tax, along with compensation for the services associated with the rent. Standout issues the billing. The customer will be invoiced for the legal fee by Standout. The customer is obliged to pay the legal fee even in case of a cancellation in addition to the cancellation fee.

## III. SPECIAL SALES CONDITIONS

**25. Retention of title:** The goods delivered shall remain the property of Standout until the purchase price and all other debts existing at the time of delivery have been paid in full. Any payment gained from the selling-on of any goods delivered shall be forfeited a priori to Standout. The customer shall be obliged to inform his/her customer of this cession and to demand the said customer pay directly to Standout only. Alternatively, a bank guarantee covering the total order value can be accepted in its place. The costs of a bank guarantee shall be borne by the customer.

**26. Prices of printed materials:** When printed materials have been ordered the estimated prices provided shall only be valid if these materials have been produced using graphics and texts provided in a print-ready form by the customer. All subsequently necessary processing work on print graphics and text will be invoiced separately.

**27. Packaging and forwarding:** Packaging and forwarding costs are invoiced separately. Standout only delivers on account and at the risk of the customer. No liability shall be accepted on the part of Standout. The recipient must certify all cases of damage immediately and report them to the forwarding agent.

**28. Complaints:** Any faults, damage or omissions must be reported in writing within 2 days of receipt of goods, otherwise all claims for damages shall be rendered null and void.