

General Terms and Conditions for Purchasing and Ordering

Goods and services procurements by Augsburgischer Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH ("ASMV"), for itself or in the name and on behalf of third parties, from businesses within the meaning of Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) ("Vendors") are executed exclusively on the basis of the following General Terms and Conditions for Purchasing and Ordering ("Purchasing Terms") unless agreed otherwise between ASMV and Vendor. Any of Vendor's terms and conditions that differ from these obligate ASMV only to such extent as they are consistent with ASMV's Purchasing Terms and/or the applicable contract, or ASMV has expressly approved such in writing.

I. General Terms

1. Ordering and order confirmation
 - 1.1. ASMV communicates its requirements for specific goods and services in text form. Where Vendor receives documents from ASMV, Vendor must perform a feasibility analysis based on the documents and notify ASMV of discernible flaws, errors, or shortcomings. In the event that Vendor is interested in providing the goods or services, Vendor is to submit a quotation to ASMV for the goods or services requested.
 - 1.2. ASMV can authorize the purchase through Vendor and place an order. The order from ASMV and the acceptance of the order by Vendor – as a general rule, by way of an order confirmation – form an accepted purchase order (contract).
 - 1.3. The order confirmation is to be sent to ASMV promptly, however no later than within 14 days of the order from ASMV, by way of a communication in text form. Once this cut-off period has expired, ASMV is no longer obligated to abide by the order placed. In the event Vendor's order confirmation differs from the order, a purchase order for the contents indicated in the order confirmation is only deemed accepted where ASMV agrees in text form (at minimum) to the deviations or to the order confirmation in its entirety.
 - 1.4. All terms agreed to by ASMV and Vendor when entering into the contract must be documented in their entirety in writing or in text form. Oral collateral contracts are not valid. ASMV employees do not have the authority to orally authorize purchase orders or to orally agree to differing terms.
2. Commercial terms and conditions
 - 2.1. The prices stated in ASMV's order and confirmed by Vendor are fixed prices to which the statutory value-added tax is added. Any extras, such as for assembly, packaging, etc., are included in the prices unless specifically stipulated in the order.
 - 2.2. Any increase or reduction in price resulting from changes in the model or design of goods or performance of services must be indicated to ASMV immediately, and ASMV must approve this in text form prior to the goods or services being provided.
 - 2.3. Unless otherwise agreed, the payment deadline is 30 days net after receipt of invoice, with indication of the order date and receipt of goods or services in full. ASMV is not responsible for delays caused by the banks involved in the payment process.
 - 2.4. Payment by ASMV does not signify acceptance of goods or services as being in conformity with the contract.
 - 2.5. ASMV will make payments only to Vendor acting in Vendor's capacity as the contracting party. Assignment of the account receivable requires ASMV's consent in advance in writing. Payment by ASMV does not signify acceptance of goods or services as being in conformity with the contract.
 - 2.6. ASMV will not make any payments and is not obligated to satisfy other aspects of a contract where doing so would contravene national or international embargoes, foreign trade regulation provisions, or other sanctions.
 - 2.7. Vendor must promptly notify ASMV regarding any obstacles or delays causing the stipulated delivery or performance period to be exceeded. ASMV is entitled in all cases to the claims afforded by law relating to default.
3. Confidentiality and data privacy
 - 3.1. Commercial and technical information of any kind provided by ASMV to Vendor in connection with the collaboration, including the order itself, must be treated with confidentiality. Disclosure to third parties without ASMV's express consent is strictly prohibited unless such is required to provide the goods or services and ASMV has been made aware of this.
 - 3.2. Where Vendor processes personal data in connection with Vendor's contractual obligations, Vendor must require Vendor's employees in writing to comply with the provisions of Art. 32 (4) of the European General Data Protection Regulation (GDPR).
4. Compliance
 - 4.1. Vendor must comply with all statutory provisions of relevance for Vendor as well as generally accepted ethical standards. Compliance is required in particular with antitrust law and regulations concerning combating corruption.
 - 4.2. Offering privileges to ASMV employees will be construed by ASMV as a breach of contractual and pre-contractual duties. Vendor will comply in particular with the ban on child labor pursuant to the Declaration on Fundamental Principles and Rights at Work from the International Labour Organization.
5. Advertising

Vendor may not refer to the existing business relationships with ASMV for advertising purposes except where ASMV has expressly agreed.
6. Severability

Should individual provisions of these Purchasing Terms be or become invalid, this shall not affect the validity of the remaining terms. The statutory provisions shall apply in lieu of the invalid term.

7. Choice of Law, Venue

- 7.1. These Purchasing Terms are governed by the law of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- 7.2. Venue is proper in Augsburg (City).

II. Additional Terms for the Supply of Goods

8. Deliveries and shipping
 - 8.1. Unless agreed otherwise, for air and sea freight, delivery and shipping are executed "FOB at the (air)port of loading specified by ASMV"; in other cases, "FCA at the location of the supplier's facility" (as per Incoterms 2020).
 - 8.2. In the event the final destination has not been separately stipulated, the location of ASMV's principal place of business, Am Messezentrum 5, D-86159 Augsburg, Germany, applies. This final destination is also the place of performance for delivery and any cure as may be required. For scheduled deliveries to be deemed fulfilled, goods must be received at the place of performance at the stipulated time/date.
 - 8.3. Earlier deliveries and delivery quantities larger than the order must be approved by ASMV in advance. Vendor is responsible for any additional costs incurred.
 - 8.4. Where pricing had been agreed to ex works or from Vendor's warehouse, or where ASMV is paying freight charges, shipments are to be sent via the lowest-cost option. Where ASMV has expressly stipulated a specific mode of transport/carrier and/or a specific shipping method, the shipment is to be sent via the lowest-cost option.
 - 8.5. Parcels and goods sent through the postal service are to be sent prepaid. Where pricing is ex works, the postage paid is to be included in the charge for the goods.
9. Liability for defects
 - 9.1. Vendor must provide a warranty for Vendor's goods and services in accordance with the statutory provisions. For the supply of goods, the warranty period for material defects or defects in title is 36 months from the date of delivery. Where an item that has been utilized in accordance with its customary usage for a structure has caused the structure to exhibit defects, the warranty period is five (5) years from the date of delivery.
 - 9.2. With regard to defects that lead to refusal of acceptance, any defects discovered at the point of transfer of risk or arising during the warranty period, Vendor must, at ASMV's discretion and at Vendor's own expense, either cure such defects or supply new goods or services that are free of defects.
 - 9.3. Where Vendor fails to cure defects or supply new goods or services by a reasonable deadline to be set by ASMV, ASMV has the right to rescind the contract, in whole or in part, to demand a price reduction, to undertake or to arrange for correction or the acquisition of new goods or services at Vendor's expense, and/or to demand damages for breach of contract.
 - 9.4. The same applies where Vendor declares that Vendor is unable to cure the defects or supply new goods or services by a reasonable deadline. Where Vendor refuses to make delivery, the cure is unreasonable for ASMV, or there are special circumstances that, giving due consideration to the interests of both parties, justify the immediate assertion of the aforementioned rights, a grace period is not required to be set prior to the exercise of the aforementioned rights.
 - 9.5. Defects are considered reported in a timely manner where, in the case of defects that can be discovered by way of a proper inspection that is feasible in the ordinary course of business, the report is made within two (2) weeks of delivery of the goods or services or, in the case of defects discovered at a later date, within two (2) weeks of their discovery.
 - 9.6. This shall not affect the right to assert more extensive rights afforded by law.
 - 9.7. Vendor is responsible for the costs and risk associated with the return of defective deliverables.
 - 9.8. Vendor shall release and hold harmless ASMV from and against third-party damages claims based on personal injury and property damage arising from product faults within Vendor's control and organizational domain and for which Vendor is liable vis-à-vis third parties. In this connection, Vendor must also reimburse ASMV for any expenses resulting from or in connection with a recall conducted by ASMV. To the extent possible and reasonable, ASMV will inform Vendor of the content and extent of the recall measures conducted and give Vendor opportunity to comment.
10. Accident prevention regulations/ Environmental protection
 - 10.1. The goods supplied and services provided as well as the manufacturing processes for the products delivered must comply with statutory provisions, in particular the German Workplace Equipment Safety Act (*Gesetz über Technische Arbeitsmittel*), the German Chemicals Act (*Chemikaliengesetz*), the other relevant standards as well as other generally accepted good engineering practices. Additionally, any rules stipulated by international associations as are designated in the order must be complied with. The same applies with respect to environmental protection regulations.
 - 10.2. The necessary protective equipment is to be delivered at the same time and is included in the price.
 - 10.3. The regulations concerning the transport of hazardous materials must be complied with. Where orders are placed for substances or mixtures for which a material safety data sheet exists, Vendor must automatically provide such at the same time, free of charge, in the form described in the REACH Regulation (EC) No. 1907/2006.

11. Export controls, customs, and security in the supply chain

11.1. Vendor must satisfy all requirements laid out in applicable national and international customs and foreign trade regulations ("foreign trade regulations"). Vendor must notify ASMV in writing no later than two (2) weeks after the order or, in the case of changes, immediately of all information and data that ASMV requires in order to comply with foreign trade regulations.

11.2. Where Vendor is in breach of Vendor's duties under 10.1, Vendor is responsible for any and all expenses and damages incurred by ASMV therefrom, except where such breach was beyond Vendor's control.

11.3. Vendor is to implement the organizational instructions and measures, in particular those relating to guarding sites, vendor, staff and data security, packaging and transport, as are necessary to ensure security in the supply chain pursuant to the requirements imposed by the relevant internationally recognized programs operating on the basis of the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT). Vendor will safeguard the goods and services Vendor supplies to ASMV or to third parties designated by ASMV from unauthorized access and manipulation. Vendor will assign only reliable personnel to such goods and services and will require any subcontractors to comply with the relevant measures.

12. RoHS and WEEE

Vendor must satisfy all requirements established in Directive 2011/65/EU (RoHS) and Directive 2012/19/EU (WEEE) as well as the resulting national legislation that implements them.

13. Drawings, samples, and tools

Any drawings, plans, models, samples, or tools provided to Vendor by ASMV remain the property of ASMV and are to be returned upon request at any time, otherwise after order fulfillment. They are to be marked as the property of ASMV and may be used only for provision of the goods or services. Vendor must treat them with confidentiality. Duplication in particular is prohibited. Their disappearance is to be reported to ASMV immediately. ASMV reserves the right to assert claims for damages.

14. Intellectual property rights

14.1. Vendor grants ASMV a non-exclusive, irrevocable, worldwide license to Vendor's intellectual property rights or other rights for the possession, operation, and use of the goods supplied and the resulting products.

14.2. Vendor must supply the goods free from intellectual property rights or other third-party rights. Where third-party intellectual property rights are infringed by the goods supplied and/or their use, Vendor must take all reasonable efforts to procure an unlimited right of use for ASMV.

14.3. Vendor shall release and hold harmless ASMV from and against any and all claims made by third parties against ASMV due to an infringement of rights as described in 14.2 and reimburse ASMV for all reasonable expenditures in connection with the claims made against ASMV. ASMV will not acknowledge any claims or enter into any settlement without Vendor's consent except where such consent is withheld arbitrarily.

14.4. The obligations set out in 14.3 do not apply to Vendor insofar as Vendor proves that Vendor is not responsible for the infringement of intellectual property rights. This shall not affect the right to assert more extensive rights afforded by law relating to defects in title of the goods supplied to ASMV.

III. Additional Terms for the Provision of Services and Deliverables

15. Provision of services and duty to notify

15.1. Vendor will assign appropriately trained personnel to the provision of the services and deliverables owed. When doing so, Vendor must ensure that any residence or work permits as may be required are in place.

15.2. The division of labor to the assigned parties assisting in performance and their work hours are at Vendor's discretion. In this respect, Vendor's activities are independent and separate from ASMV's activities.

15.3. Vendor must advise the assigned employees and independent subcontractors in writing that, when performing their work, they are not subject to any managerial authority and are not required to follow any orders or instructions from ASMV except where such concern orderliness and safety on ASMV's premises.

15.4. In the event that one of Vendor's employees or an independent subcontractor for Vendor alleges with respect to ASMV that an employment relationship with ASMV materialized on the basis of statutory provisions, Vendor shall release and hold harmless ASMV from and against any and all present and future claims against ASMV made in this connection by such individual, and shall be responsible for all other costs incurred by ASMV due to the establishment of an employment relationship.

15.5. Vendor will provide services and deliverables in line with the current state of the art, giving due consideration to ASMV's rules regarding orderliness and safety. Vendor will keep ASMV informed regarding the progress of the work.

16. Subcontractors

16.1. ASMV's orders may be assigned to Vendor's subcontractors only after ASMV has granted express consent in writing.

16.2. The required consent may be granted in the respective purchase order by means of an express stipulation of such assignment to a specific subcontractor. The foregoing notwithstanding, Vendor is and remains solely responsible for the proper provision of services and deliverables.

16.3. Where ASMV consents to an order being placed with a subcontractor, Vendor is to ensure that the subcontractor is required to comply with the obligations arising under the respective purchase order.

17. Changes to performance

17.1. ASMV has the right to change the requirements set for contractually stipulated performance insofar as doing so is not unreasonable for Vendor. Where the change results in additional costs, Vendor will immediately notify ASMV pursuant to Article I section 2.2 prior to fulfillment of the modified purchase order.

17.2. Additional expenses will be reimbursed and an additional fee paid only where payment has been expressly agreed to by ASMV and Vendor in text form at minimum.

18. ASMV's duty to cooperate

18.1. Where the receipt of documents is necessary to provide the services and deliverables, ASMV will turn such over to Vendor in a timely manner prior to the start of work.

18.2. Where services or deliverables are to be provided at ASMV's premises or facilities, ASMV will grant Vendor and Vendor's assistants in performance the required access.

19. Acceptance of deliverables

19.1. Deliverables are subject to acceptance by ASMV. After inspection, ASMV will declare acceptance of the deliverable, provided it is free of defects.

19.2. Should deliverables prove to be defective, Vendor will remedy the defects by a reasonable deadline at Vendor's expense or, at ASMV's discretion, provide new deliverables that are free of defects. Where Vendor fails to remedy defects by a reasonable deadline or fails to provide new deliverables that are free of defects, ASMV can rescind the purchase order or reduce the stipulated fee accordingly or, at Vendor's expense, remedy or arrange for the remedy of the defect or demand damages.

19.3. Where Vendor refuses to make delivery, the cure is unreasonable for ASMV, or there are special circumstances that, giving due consideration to the interests of both parties, justify the immediate assertion of the aforementioned rights, a corresponding grace period is not required to be set for the available rights to be exercised.

20. Construction work

For construction and construction-related work, the German Regulation on the Award of Public Contracts (VgV) in conjunction with the German Construction Contract Procedures, Part A (VOB/A) apply in lieu of these General Terms and Conditions for Purchasing and Ordering.

21. Rights to results

21.1. The results of the work become the property of ASMV even while in the process of being created, immediately at whatever stage of completion they may be in. Insofar as results are embodied in drawings, models, reports, data storage media, samples, and other items, sole and unrestricted ownership of such passes to ASMV as soon as such are created, at whatever respective stage of completion they may be in. Documents that ASMV provides to Vendor for purposes of preparing or providing services and deliverables remain the property of ASMV.

21.2. In the event that ASMV does not receive sole ownership as per 21.1, ASMV shall have the exclusive, transferrable, sublicensable, worldwide right, without limit as to time or content, to use, reproduce, or modify the results from the time of their creation, in all known and unknown types of use, in whole or in part, in any way desired, or to make them publicly available and exploit them in any manner designated by ASMV, or to authorize third parties to do all of the same. This right encompasses in particular the rights of use to reproduce the results and, via any medium, to distribute, make available, publish, process and/or redesign, market (also by means of leasing and rental), and to grant to third parties any rights of use desired for the results, independently and at ASMV's discretion, for all types of use. The right to online use in all communications networks (Internet, etc.) as well as use in fixed and mobile data networks and end devices (e.g., mobile telephones, organizers, etc.) is also included in the foregoing. Where the results involve software programs, Vendor transfers to ASMV any and all of the aforementioned rights of use with regard to both the software's object code and source code.

21.3. Vendor hereby waives Vendor's right to be identified by name as the creator of the results. The contractually stipulated fee serves as compensation for this grant of rights.

21.4. Vendor must contractually ensure, for example by means of corresponding contractual agreements with Vendor's employees, subcontractors, or third parties insofar as such assist Vendor with performance, that the rights to results as set out in Section 21 of these Purchasing Terms accrue to ASMV exclusively and without limit, and additionally, that they will not be affected by the termination of contracts with Vendor's employees, subcontractors, or third parties.

22. Liability

In the event of breaches of contract of any kind, Vendor is liable without limitation pursuant to the statutory provisions.