

GENERAL TERMS AND CONDITIONS OF BUSINESS of SIGS DATACOM GmbH E-SERVICES

§ 1 General - Area of application

(1) The general terms and conditions of business set out below relate in the broadest sense to the online marketing activities of SIGS DATACOM (also known as e-services, such as direct mailing, affiliate marketing, electronic newsletters, webcasts, webinars, all types of banner advertisement placements, cross-marketing, lead generation models, etc.).

(2) By virtue of placing an order with us, the content of these terms shall be deemed to have been acknowledged and approved. Any general business terms of the client which deviate from our own general terms shall have no application unless they have been expressly confirmed in writing by SIGS DATACOM.

(3) These general terms and conditions of business apply to all present and future business dealings with entrepreneurs, legal entities under public law and public law special funds, which are hereafter referred to as the "Client".

(4) Our general terms and conditions of business apply to all contracts and deliveries, as well as other services.

(5) Changes to our general terms and conditions of business will be notified to the Client in writing. They will be deemed to have been accepted unless the Client makes a written objection. The objection must be received within one month of the notification of change having been received by our Client.

(6) We reserve without restriction our proprietary and copyright law usage rights to offers, designs, drafts and other documents. These may only be made accessible to third parties with our prior consent and may not be used for tender purposes. If the offer is not accepted, they are to be returned to us without delay. Designs and templates provided to us by the ordering party which do not lead to an order will be returned on request. With regard to our copyright, particular reference is made to the provisions regarding copyright protection in § 7.

§ 2 Conclusion of the contract / Amendments

(1) The contract is concluded when the order is accepted by SIGS DATACOM. Acceptance may be by means of order confirmation or issuance of an invoice.

(2) The acceptance of an order is at the discretion of the publisher.

(3) Changes to contract information, such as the company name or address, are to be notified to SIGS DATACOM without delay. If the changes are notified to SIGS DATACOM only after an invoice has been issued, it is entitled to charge a processing fee for making the changes.

§ 3 Prices and payment terms

(1) All prices are expressed exclusive of statutory VAT.

(2) Prices are derived from the current price lists and/or order confirmations. Unless otherwise noted, these prices are net prices. Selection costs, handling costs, etc. as well as statutory VAT will be charged in addition.

§ 4 Due date for payment / Late payment

(1) Unless otherwise notified, our invoices are due and payable immediately upon receipt and without deduction.

(2) If the exhibitor does not pay the invoice amount within the time period specified in paragraph 1, it will be in default.

(3) In the event of a payment default, statutory interest will be charged pursuant to § 247 German Civil Code in connection with § 288 German Civil Code. To the extent that SIGS DATACOM suffers a greater amount of loss, it is entitled to claim such loss.

(4) In the event of a payment default, SIGS DATACOM can postpone the further execution of the current order until payment is made in full, as well as making future services dependent on advance payment being made.

(5) Furthermore, SIGS DATACOM is entitled to rescind the contract and to demand compensation from the Client if the Client fails to meet a payment obligation despite a corresponding payment request having been made by the publisher and the expiry of an appropriate grace period without receipt of payment.

(6) This does not affect any other claims for losses we may have.

§ 5 Client's imminent inability to make payment

If there is just cause to doubt the Client's ability to make payment, SIGS DATACOM is entitled to make the publication of further advertisements conditional on pre-payment of the advertising price and settlement of any open invoice amounts, irrespective of any previous agreement and even during the term of the advertising order.

§ 6 Delivery

(1) If delays occur that are caused by the Client or companies appointed by it (e.g. amendment requests, late delivery of data, information, etc.) the delivery deadlines will be extended. There is no entitlement to the processing of delayed orders.

(2) If, despite a delay attributable to the Client, the Client insists on immediate processing and the particular urgency no longer allows time for checks that SIGS DATACOM would normally carry out or request be carried out, SIGS DATACOM will not be liable for any defects.

(3) Force majeure, industrial disputes, circumstances beyond our control or beyond the control of our suppliers will result in the delivery or performance deadline being extended by an amount of time equal to the duration of the circumstance that prevented delivery or performance.

§ 7 Assignment

The Client may not assign its claims under the contractual relationship.

§ 8 Client's rights with respect to defective goods and defective title relating to work products

We are liable for defective goods and defective title in accordance with the following paragraphs 1 to 9. Further claims are excluded, subject to § 9.

1. We do not assume any guarantees within the meaning of an increase in liability limits or assume special liability obligations unless the assumption was agreed on in writing and the term “guarantee” used specifically. In particular, details concerning the nature of our work are purely for the purpose of specification and shall not constitute any guarantees. Reference to data provided by the Client or a repetition of such data is also only for the purpose of describing the service and does not constitute a guarantee as to quality. The accuracy of such data - whether technical or otherwise - is not verified by us under any circumstances.

2. The Client must at once inspect the services provided to it within the context of the lead generation models offered by us for quality variances and obvious defects and shall immediately submit a written report to us no later than 7 days after we have provided our services, otherwise its rights to claim for defects shall be excluded. In the case of non-obvious defects, this shall apply correspondingly subject to the provision that the defect has to be notified in writing within 7 days of its discovery. The deadline shall be observed by the Client’s timely posting of the notice of defects. The Client shall have the full burden of proof for any prerequisites of claims, especially for the defect itself, for the time of the establishment of the defect, as well as for the timeliness of the notice of defect.

3. In all circumstances we must be given the opportunity to establish defects reported. In order to protect the Client from disproportionately large losses, we must establish the reported defect immediately. If the Client does not fulfil these obligations, it will forego any claims for defective goods and defective title.

4. Immaterial deviations in quality or an immaterial impairment of usability will not give rise to claims for defects.

5. The Client shall only be entitled to declare its revocation of the contract or claim damages according to § 6 within the framework of the statutory provisions if we – taking into account the statutory exceptions – fail to meet a granted reasonable deadline for subsequent performance or if the subsequent performance has failed. The right of reducing the price (price reduction) is categorically excluded.

6. Claims regarding defects in our work shall become statute-barred after 12 months, commencing on the delivery of the delivery item or – if an acceptance was performed – commencing at that time, alternatively at the time of notification of acceptance readiness.

7. Rectification shall not lead to the resetting of the limitation period. However, it will be extended by the duration of the interrupted utilisation resulting from the rectification work.

8. Following an arrangement with the Client, the Client shall grant us the required time to undertake any improvements and replacement deliveries which we deem necessary in our reasonable discretion, otherwise we shall not be liable for any resulting consequences. Only in urgent cases where operational safety is endangered and to protect against disproportionately high losses, in which cases we must be notified immediately, shall the Client be entitled to eliminate the defect itself or by a third party and to claim reimbursement of the necessary costs from us.

9. We shall not be liable for consequences resulting from any improper remedial activities by the Client or third parties. The same applies to any modifications to the products created for the Client within the framework of the lead generation models that are undertaken without our prior consent.

§ 9 Liability / Damage compensation and reimbursement of costs

(1) We will be liable within the framework of the statutory provisions only in accordance with the following provisions, irrespective of the legal basis.

(2) We will have unlimited liability for loss of life, physical injury and damage to health. Furthermore, we will be liable without limitation in the case of intent, gross negligence, fraudulent intent and within the context of a guarantee.

(3) We will also have unlimited liability if this is prescribed by mandatory statutory provisions.

(4) Furthermore, we are liable for a negligent breach of a material obligation under this contract only to the extent of foreseeable, typically arising average losses. Material contractual obligations are those obligations that are imposed on us within the framework of the contract in order to achieve the purpose of the contract and on which the purchaser may rely as a matter of course if the due fulfilment of the contract is only possible as a result of complying with these obligations.

(5) In the event of a negligent breach of an obligation which is not material to the contract, the obligation to pay compensation is limited to the amount of the order value.

(6) To the extent that liability for damages arising from negligence is not excluded (and which does not relate to loss of life, physical injury or damage to health), such claims will expire 12 months after the claim arose or, in the case of a claim for damages resulting from a defect, after our services become usable. This does not apply to the extent that the law prescribes a longer limitation period or we are liable under the German Product Liability Act.

(7) These provisions also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

§ 10 Force majeure

(1) In the event of delays resulting from force majeure or other circumstances for which the publisher is not responsible, in particular as a result of a strike or a lock-out, the statutory provisions will apply, according to which the publisher is released from its specific obligation to publish the advertisement. In this situation, the acceptance period will be extended by an amount of time equal to the duration of the disruption to the advertisement placement. In this respect, the Client will not be released from its payment obligation.

(2) There is no further claim for damages.

§ 11 Copyright and rights to work results

(1) We remain the owner of our proprietary rights and copyright existing at the time the order is placed. Documents and other media created by us prior to or during the processing of the order may not be reproduced, processed, copied, distributed or

made publicly available, whether in whole or in part, without our consent.

(2) If documents or other media are used when processing the order in respect of which third parties have rights, these rights shall remain with the respective copyright owner.

(3) We own the rights to all work results that we generate within the framework of an event. However, we grant the Client a non-exclusive, non-transferrable right to use the acquired work results appropriately and in the manner agreed within the context of these online marketing activities.

§ 12 Intellectual property rights

(1) The Client must not infringe or impair the intellectual property rights of third parties, nor may it commit other breaches of applicable laws.

(2) The content and the legal permissibility of advertisements (e.g. in newsletters or on posters), as well as the text and image material provided for this purpose, are the responsibility of the Client.

(3) If we are prevented from creating or delivering as a result of a third party referring to a property right belonging to it, we are entitled (without verification of the legal basis) to suspend our work until the legal situation has been clarified by the Client and the third party. If it is no longer reasonable for us to continue with the order as a result of the delay, we are entitled to rescind.

(4) If third parties bring claims against the publisher for the reasons specified in paragraphs 1 and 2, the publisher is to be released and held harmless by the Client.

(5) The Client must bear the cost of the publication of a counter-advertisement in accordance with the current price list, to the extent that this relates to assertions of the advertisement ordered.

§ 13 Exclusion of competition

The publisher does not grant any exclusion of competition.

§ 14 Final provisions / Severability clause

(1) For deliveries from the Federal Republic of Germany to other EU member states, prior to delivery, the Client must notify us of the sales tax identification number under which its revenue is taxed in the EU. Otherwise, and in addition to the agreed payment, it must pay the sales tax amount incurred by the supplier in connection with the delivery.

(2) The place of our registered office is the place of performance and place of jurisdiction. The place of our registered office is the place of jurisdiction, even where the registered office of the Client is not known at the time a claim is made and where the Client relocates its registered office or usual place of residence outside of the area in which the law applies after conclusion of the contract.

(3) The contractual relationship, including these general terms and conditions of business, are governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, even in situations which have a foreign connection, in particular where orders

are received from abroad and/or where deliveries are made abroad.

(4) Should individual provisions of this contract with the Client, including these general terms and conditions of business, be or become partly or wholly ineffective, this does not affect the validity of the remaining provisions. If statutory law does not contain a discretionary provision, the wholly or partly ineffective provision shall be replaced by a provision which most closely corresponds to the economic result of the ineffective provision. The same applies for incomplete provisions.

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