

General terms and conditions (trade fair services)

This English translation of our general terms and conditions is for your information. Our General Terms and Conditions are legally binding in the German language.

Scope

1. The following terms and conditions apply to all business relations, including future business relations, in the field of trade fair services between Lorenz Projekte GmbH & Co. KG (hereinafter only: Lorenz) and the customer (hereinafter only: customer).

General information

2. orders of the customer have to be sent to Lorenz in text form and are only accepted if they are confirmed by Lorenz in text form.
3. on the basis of the present terms and conditions, Lorenz shall provide the contractually agreed services at the agreed location. The vicarious agents and assistants employed by Lorenz - hereinafter referred to as employees in this sense - shall be selected in accordance with the professional requirements profile described in the order and shall be employed within the scope of these specifications.
4. A minimum booking of five related hours per employee is required per assignment day. During the assignment the employees are subject exclusively to the work instructions, the supervision as well as the guidance of Lorenz. Lorenz expressly points out that within the context of the selected contract there are no rights of instruction of the customer vis-à-vis employees of Lorenz.
5. the customer is forbidden to pay any sums of money to employees of Lorenz, in particular advance payments of wages and travel expenses, with legal binding effect for Lorenz or to use them for the carriage of money or for the collection of money. The customer exempts Lorenz from all claims in this respect.

Liability

6. claims for damages arising from impossibility of performance, from culpa in contrahendo and from unlawful acts are excluded both against Lorenz and against its employees, unless intentional or grossly negligent action is involved.
7. Lorenz shall not be liable for errors, transmission errors, misunderstandings and other incorrect reports arising from normal business transactions.
8. the operational and personal risk for the proper handling of the event, as well as the full liability for the safety of the employees and the equipment of Lorenz shall be borne by the customer. Lorenz does not assume any liability for damages of any kind caused by visitors. Lorenz shall also not be liable for any damage caused by improper registration/approval on site or damage caused by material provided by the customer. Shrinkage, glass breakage etc. shall be borne by the customer.
9. Lorenz shall be liable for culpable injury to life, body or health in accordance with the statutory provisions.
10. Furthermore, Lorenz shall be liable in cases of intent or gross negligence, including intent or gross negligence of its employees, in accordance with the statutory provisions. In cases of gross negligence, the liability of Lorenz is limited to the amount of damages foreseeable and typical for the contract at the time of conclusion of the service contract.
11. Furthermore, Lorenz shall be liable in accordance with the statutory provisions insofar as Lorenz culpably violates an essential contractual obligation which exists if the violation of obligation relates to an obligation in the first place and on the fulfilment of which the customer may rely. In this case, Lorenz's liability shall also be limited to the amount of damages foreseeable and typical for the contract at the time of conclusion of the service contract.
12. In all other respects the liability of Lorenz - for whatever legal reason - is excluded. This applies in particular to claims for damages arising from culpa in contrahendo, breach of secondary contractual obligations and other breaches of duty, tort and other tortious liability, as well as to claims arising from damage outside the object of the contract, indirect damage and consequential damage, in particular loss of production and loss of data on the part of the customer, and to claims for compensation for lost profits.
13. as far as the liability is limited according to the above provisions, this also applies to a personal liability of the legal representatives, employees and vicarious agents of Lorenz.
14. Lorenz shall provide appropriate insurance cover for personal injury and damage to property in order to secure possible claims for damages.
15. In case of culpable breach of contract by the customer, Lorenz shall not be obliged to carry out the order.

Cancellation/termination

16. if the Customer cancels the order as a whole or - if agreed - individual items of the order, the Customer must give written notice of termination/cancellations (total and partial cancellations).
17. If the Customer cancels the order as a whole or - if agreed - individual items of the order, all work carried out up to the time of cancellation shall be invoiced at the discretion of Lorenz. In the case of total or partial cancellations, Lorenz may demand the following compensation in the form of a penalty, irrespective of the date of conclusion of the contract, for booked events, personnel and other services:

- Up to 30 days before the service (or before the start of the event/use): 10% of the order value.
- Up to 10 days before the start of the service (or before the start of the event/use): 50% of the order value.
- Up to 3 days before the start of the service (or before the start of the event/use): 80% of the order value.
- Less than 3 days before the start of the service (or before the start of the event): 100% of the value of the order.

18. the customer will be charged for the material consumed up to the time of cancellation as well as any cancellation fees incurred by suppliers, etc.
19. If, after binding determination of the time, delays occur which are not caused by Lorenz, Lorenz may charge cancellation fees which depend on the scope of the order.
20. Lorenz shall be entitled at any time, even after acceptance of the order, to refuse the agreed service or delivery if the customer is in default of payment (also for previous orders) or if Lorenz becomes aware of circumstances concerning the economic circumstances of the customer, through which the claims of Lorenz appear no longer to be sufficiently secured or if there is a risk that an offence against legal regulations or principles of public morality and morality could exist during the fulfilment of the contract.

Accounting

21. Invoices are due for payment within 7 days without deduction. In case of default of payment, Lorenz will charge a reminder fee of 5%, whereby Lorenz reserves the right to claim higher damages.
22. 14 days before the beginning of the event at the latest, a down payment in the amount of the calculated gross amount will be due by advance payment to the bank account of Lorenz for customers based abroad.

Mediation clause

23. Lorenz shall be entitled to payment of an agency commission in the amount of EUR 1,500 plus VAT per employee if the customer establishes a service or employment relationship with an employee of Lorenz within six months of the expiry of the contract period or concludes a contract on the subsequent establishment of a service or employment relationship with an employee of Lorenz.
24. the commission is due with the conclusion of the service or employment relationship considered as mediated, at the latest however with the beginning of the actual employment. The Customer shall be obliged to inform Lorenz immediately of the conclusion of the service or employment contract or, in the event of failure to do so, to provide Lorenz with information in writing upon request.
25. clauses 23 and 24 shall apply mutatis mutandis in the event of employment by a company affiliated with the customer within the meaning of §§ 15 et seq. of the German Stock Corporation Act (Aktiengesetz). German Stock Corporation Act (Aktiengesetz).
26. the customer shall be released from the obligation to pay an agency commission if he demonstrates and proves that the service order performed was not the cause of the employment.

Offset

27. The customer is not entitled to offset counterclaims against claims of Lorenz or to assert a right of retention or a right to refuse performance, unless the counterclaim or the right of retention are undisputed with regard to reason and amount or have been legally established.

Confidentiality / Data protection

28. The parties undertake to maintain secrecy regarding all business and company secrets of which they become aware during the term of the contract. The obligation to maintain secrecy also extends to information which is expressly designated as confidential by the other party. Furthermore, the parties undertake to treat any documents or data obtained in connection with the performance of this service contract or any other information not generally accessible as confidential vis-à-vis third parties. The obligation to secrecy does not extend to such knowledge which is accessible to everyone or the passing on of which is obviously not disadvantageous for any of the parties. The obligation to secrecy does not apply if a party is legally obliged to provide informa-

tion or if the information is necessary for legal reasons vis-à-vis authorities or to safeguard legal claims vis-à-vis courts. The obligation to secrecy shall continue to exist even after termination of the service contract.

29. The Customer undertakes vis-à-vis Lorenz to process all personal data transmitted to him by Lorenz exclusively for the purposes of the performance of this service contract and to observe all new data protection regulations, in particular DSGVO and BDSG. The Customer shall comply with any reasonable instructions issued by Lorenz regarding the handling of such personal data which serve to comply with data protection regulations. In particular, the customer shall immediately delete personal data if the purpose of the legal basis for its processing no longer requires further storage and there are no other legal obligations for further storage. If the customer wishes to process the data for another purpose, the customer must not only inform the person concerned, but also Lorenz. Furthermore, the customer undertakes to take all technical and organisational measures to comply with the data protection regulations.

Choice of law, place of jurisdiction

30. German law shall apply to the legal relationship between Lorenz and the customer.

31. For all contractual and non-contractual disputes the exclusive place of jurisdiction shall be Nuremberg.

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