

GENERAL TERMS

General Business Conditions of Orbital Group International Ltd.

§ 1. Validity

The following conditions are binding unless the contracting parties have made special arrangements in writing which differ: General business conditions of our partners, which are contrary to our conditions, will not be recognised, unless other special, written arrangements have been made.

§ 2. Offers and agreements

Our offers, in regard to possibility of construction and time necessary will only be legally binding once contract has been passed, unless there is a written declaration to the contrary. Prices are quoted in euro (€) and unless otherwise stated, do not include value added tax. Contracts and other agreements only come into force once payment has been received or once written confirmation has been received.

Special wishes of the client and certain features of our work are only counted as accepted, as promised, when the written word is adhered to. Errors in offers, confirmation of orders or invoices are not binding to us.

§ 3. Documents (papers) and diagrams (sketches)

Details contained in our catalogues, brochures, circulars, advertisements, pictures and price-lists in regard to weight, measurements, capacity, price and performance are only approximate. They are only legally binding once detailed in the contract. Plans (sketches) and technical data handed to the buyer before or after contract is exchanged, remain our property unless otherwise stated. The partner to the contract is not allowed to use, copy or photocopy them without our permission, or hand them to a third party or publish them. Copyright is reserved. On demand the papers will have to be handed back to us.

§ 4. Prices and payment conditions

In so far that there are not increases in prices of material and wage-increases between the time of issue of the order and completion, our prices are fixed prices. Unless expressly legally permissible, our business partner is not permitted to hold back payments or adjust figures due to counter claims on his part.

If the date of payment is infringed, we charge lowest interest rates "Europe Bank" plus 4% commission above the bank-rate. This does not exclude the activation of demands for further action because of damage due to delayed payment. Payments to a third party are made at our partners' risk. Cheques are only taken as payment on their actual arrival and on condition that the bank account is able to stand the charge. Payment by bill of exchange is only possible by prior agreement. We only accept a draft if all expenses are re-imbrued. Bills of exchange and drafts are always only accepted in place of payment. In case of non-compliance with conditions of payment or circumstances which reduce the credit worthiness of our customer (partner) our demands fall due immediately.

Doubts on our part as to the credit-worthiness of our partner entitle us to demand payment in advance for outstanding work or covering of transaction. If our partner does not adhere to appropriately fixed dates or follow our wishes in this regard, we will be entitled to claim damages or cancel the contract, after we have set an approximately fixed, extended date.

We are entitled to charge a fee for proven subcontracted work. We are not liable for work facilitated in this way. All prices (charges) are to be understood to be net prices exclusive of the current value-added tax (VAT). Unless agreed otherwise bills are payable as follows:

80% on account as binding confirmation of the order by the client.

20% of the amount at completion of the work, in each case cash, upon the delivery of the work.

Any alterations or work done for an additional order will be charged separately.

§ 5. Clients' obligations

Should the order reach us later than the minimum time allowed (4 weeks prior to the event) we cannot undertake to guarantee timely completion. Particularly we cannot guarantee that work will be completed as ordered. If completion is still possible in cases like this, the client will be responsible for any costs incurred due to the lateness of the order, as well as all changes from 10 days before the event and during the event. He will be charged an additional 40 % on top of rent charges. The client is responsible for payment even if he does not take up any goods which are faultless. Should it be possible, in such circumstances, to let the goods otherwise, the client is due to pay 30 % of costs incurred to date, of the amount charged on the bill.

The client is obliged to provide detailed and correct data. The agent cannot be held responsible for their correctness or integrity.

The contracting partner has to provide in time and at his own cost:

- a) number of workmen and if necessary specialists (craftsmen) as deemed necessary by us;
- b) if required: connections for lighting, power, water and telephone;
- c) a suitable insurance for safe-keeping of our property.

Parts required for assembly, as far as they have to be supplied by the client, have to be in place in time. All preparation work has to be in such state prior to erection that erection can be accomplished without time loss.

Should assembly be delayed on site by circumstances for which we are not responsible, the client will be responsible for all costs and damages arising from delay and further necessary travel of the assembly team. This is particularly the case when difficulties arise during assembly due to alterations necessary in construction of the installation, which are not defensible by the Orbital International or have not been considered in the original offer or not been taken into account in the relevant plans (sketches, papers).

§ 6. Assembly period

The time given for assembling and erection work are only approximate and not binding in so far as there has not been a different agreement. Should there be delays as far as the is concerned, the client has to set an appropriate later date. Once this period has expired, the client has the right to cancel contract in so far that the work is due and assembly has not been notified as having been started. The client cannot refuse partial assembly or other partially accomplished work. Compensation demands due to late completion or work not done, are excepted as far as permissible in law. Circumstances over which the Orbital International has no control, especially acts of providence release us from keeping to the agreed assembly time. Should a case like this arise the Orbital International has the right to withdraw from the contract without the client having a claim for compensation. Should the client default on agreed conditions of payment or is in arrears from earlier transactions, he will have to accept delays in the assembling without making counterclaims.

§ 7. Hand-over-regulations

The client is aware that as a rule the rented goods are used several times for exhibition purposes and therefore are not necessarily brand new. When taken over the goods, it is the clients' responsibility to check that goods are in order and in good working condition. By accepting, operating the goods, (exhibition – stand, rented goods, graphics) the client confirms that they are in no way deficient, unless he immediately raises a written complaint. The Orbital International is not responsible for checking that people on the stand are there legitimately, when the goods are delivered.

§ 8. Acceptance and deficiencies

Notification of completion of assembly and erection- work obliges the client to accept our work. If unjustifiably the acceptance does not take place, the client will be treated as if faultless work had been carried out and accepted. Acknowledged faults, notified in writing, will be amended without delay. If it's not asking too much of the client, we are entitled to replace minimum value and refrain from amending the fault. Complaints have to be made without delay, in writing but do not entitle to non-payment of invoice. The right of the client to make demands due to default becomes null and void in all cases, 6 months from the time of complaint and at the earliest by the expiry date of guarantee. In regard to extraneous products the liability of our firm is limited to passing on liability rights which are due from producers of extraneous products (goods).

§ 9. Exclusion of demands

All clients' demands on the Orbital International not specially mentioned here beforehand, as far as legally permissible are excluded.

§ 10. Property proviso

We hold ownership of all delivered goods until full payment is received – also from other transactions. For duration of the property proviso the client is responsible for damage, danger and loss and has to take all necessary care. It is his duty, as far as is necessary, to insure the goods supplied, against all the usual damages. Rented items are only available for the agreed purpose and time of lease. Any rights of ownership arising through combination of goods of the client are transferred to us. The client takes good care of the goods. As security for us the client transfers any rights of ownership of property that might arise as a result of ordered goods becoming fixtures of a property.

Should any item which is our property, be sold to a third party by the client, the client loses all his rights arising from the contract, until all payments have been received. Compensation rights remain.

§ 11. Right of withdrawal

In case of unexpected events, particularly acts of providence, in so far as they have economic implications or change the substance of our work, or it transpires in retrospect that completion of the work is impossible, the Orbital International has the right to withdraw partially or completely from the contract. In case of such withdrawal, the client has no right to claim compensation.

§ 12. Extent of liability

The Orbital International is not responsible in regard to injury to people or property unless Orbital International or its employees cause wilful damage deliberately or by negligence. Should our work be delayed, Orbital International is not liable as for negligence. The same applies in case of impossibility of producing the work.

§ 13. Court of competence

All disputes will be referred to the court of competence according to the address of the place where the work is performed. If the client's place of business is in a non-EU state, the Regional Court in Berlin – Germany will be court of competence.

§ 14. Compensation for loss suffered

In the event that the Client cancels an order, the Client undertakes to pay the Contractor a contractual penalty (damages) in the amount of 40% of the agreed upon price exclusive of VAT, but no less than EUR 1 000.

In the event that the Client misuses or causes damage to COPYRIGHT, the Client undertakes to pay the Contractor a contractual penalty (damages) in the amount of 60% of the agreed upon price exclusive of VAT, but no less than EUR 3 000.

§ 15. Obligation of contract

In case parts of these regulations are invalid, the remainder of the contract will remain valid inclusive of the remaining part of the regulations of these conditions. Only the English version is valid.

