

**General Terms and Conditions
for Fairconstruction Services
(as of 01 / 2025)**

1. Scope of Service, Service Provider

Messe Frankfurt Middle East GmbH, Dubai Branch ("MFME") offers to exhibitors of MFME's trade fairs and events (such exhibitors hereinafter referred to as "Customers") certain complete stands for rent and related services are hereinafter referred to as "Fairconstruction Services". Fairconstruction Services provided by MFME are available only for events and trade fairs organized by MFME under the following terms and conditions.

2. Order Placement, Confirmation

(1) Orders should be submitted no later than eight (8) weeks prior to the opening day of the respective MFME event, otherwise MFME assumes no responsibility for timely provision of Fairconstruction Services.

(2) For orders received less than four (4) weeks prior to the opening day of the event, MFME reserves the right to levy an extra charge of 40% of the order price for the extra work involved.

(3) Orders require confirmation by MFME which will be decided and given by MFME at its due discretion and notified to the applicant Customer via email. In any case confirmation of the order by MFME requires receipt of the full payment. Upon notified confirmation, a valid agreement for the ordered Fairconstruction Services with binding obligations is established between MFME and the Customer, obligating the Customer to pay in full and in due time the ordered Fairconstruction Services.

(4) The agreement for Fairconstruction Services is only applicable to the products and services as ordered by the applicant Customer and confirmed by MFME as described hereinabove.

3. Cancellations, Changes

(1) In case the applicant Customer cancels his order (irrespective of whether or not such order has been already confirmed by MFME) by written notification to MFME, the following will apply:

a) In the event of cancellation, 20% of the amount will be charged after confirmation.

b) Cancellations later than eight (8) weeks prior to the opening day of the respective event will be subject to 100% payment of the order value. In case the Customer cancels, withdraws or otherwise terminates the contract for renting the exhibition space according to the Exhibition Terms and Conditions of MFME, the order for Fairconstruction Services shall automatically be deemed cancelled by the Customer under the terms and conditions as stipulated in this Clause 3 (1).

(2) MFME may cancel a confirmed order by written notice to the Customer in case the respective event has been cancelled, abandoned or postponed or if halls and facilities, necessary for executing the order, are not available.

4. Return of rented items

The Customer shall return all stands and other items rented and provided under the Fairconstruction Services. Return shall be at the end of the last day of the respective event at the latest. Return and hand over of items and other materials shall be to the contact person of MFME or to any other person designated by MFME. The Customer shall return and hand over rented stands and other items in the same condition as provided to him for use.

5. Prices

(1) Prices and fees which apply for the respective Fairconstruction Service are stated in the currently valid price list of MFME and are binding upon the parties.

(2) Any service rendered to the Customer which is not listed in the price list shall be invoiced separately.

Conversion work which is performed based on the request of the Customer for changes will be invoiced per hour worked plus the material used.

6. Invoicing

(1) MFME reserves the right to cancel a confirmed order should the Customer fail to make payments upon the due dates. In such cases any monies already paid to MFME will be non-refundable and MFME reserves the right to demand the remaining balance from the Customer. MFME reserves the right to provide the ordered Fairconstruction Service to a third person without obligation to refund to the Customer any payments. Any loss incurred by MFME, resulting from Customer's failure to make due payments must be compensated to MFME by the Customer.

(2) Counterclaims of the Customer can only be offset if they are undisputed or have been confirmed by MFME or by an arbitration/court in a final form.

7. Warranty, Exclusion of Liability

(1) MFME strives to provide the complete stands for rent as well as other Fairconstruction Services in a workmanlike manner and in proper condition.

(2) Complaints regarding failure to deliver ordered items or uncompleted services/missing items must be addressed to MFME or the Organiser's Office no later than the first day of the respective event. Any complaints submitted thereafter will be disregarded.

(3) In case of defects in the stands the customer shall promptly inform the designated contact person once he is aware of the defect.

(4) MFME shall within reasonable time upon such information complete the delivery of items as ordered or remove significant defects to the extent reasonably possible. In case MFME fails to complete the delivery as ordered or fails to remove or otherwise fix the defect within reasonable time the Customer may request reduction of the rent fee which shall be in appropriate relation to the defect/default and time the use of the stand/item is significantly reduced due to the missing item, or due to the defect/default respectively. The Customer bears the burden of proof for the existence of any significant defect/default of the complete stand. Aforementioned procedure shall be the only remedy for the Customer in case of missing items, defects/defaults of complete stands or other items rented or otherwise provided to him by or in the name of MFME.

(5) MFME shall not be responsible for the loss or damage to any property of the Customer or any other person, for the loss of, or damage or destruction to same by theft or fire or other cause whatsoever or of any loss, including financial loss or damage whatsoever sustained by any Customer or any other person by reason of any defect or condition of a stand or other item rented to or otherwise provided to the Customer in connection with Fairconstruction or any other cause not within the control of MFME, whether ejusdem generis or not, or for any loss or damage, financial losses, loss of profit if by reason of the happenings of any such events, the provision of Fairconstruction Services is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for providing the Fairconstruction Services.

(6) The Customer will be liable for damages to the stands or to other items rented or otherwise provided to him in connection with his use of Fairconstruction Services. Further, the Customer shall be liable for any damage of stands or other items rented or otherwise provided to him and for financial losses due to delay in the return of stand, items or other material rented. Aforementioned liability of Customers shall not apply if he can prove that the damages or the delay in the return are due to Force Majeure. The

Customer will be liable for third party claims arising from Customer's own stand fittings.

As MFME will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover themselves by insurance in respect thereof to any extent available and MFME reserves the right to demand sight of such a policy.

8. Intellectual Property

Materials and designs provided by MFME or third parties in connection with Fairconstruction Services may be subject to MFME's or third parties' intellectual property rights. The Customer undertakes to acknowledge and observe MFME's, or third parties' right respectively, in the intellectual property (such as, but not limited to copyrights, trademarks, patents and design) and comply with applicable laws, regulations and judicial awards. Customers shall not make available technical and/or design information of the complete stands or of any other Fairconstruction Service to third parties or use the same for any other purpose than for Customer's participation in the respective event.

In the event the client wish to use another supplier for the build and installation, a Design Fee shall be applied.

9. Anti-corruption clause

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift or any item of value from the either party in connection with this Agreement. If the Customer learns of any violation of the above restriction, the customer shall use reasonable efforts to notify Messe Frankfurt Middle East GmbH promptly.

10. General conditions

(1) Both parties to the agreement for Fairconstruction Services accept these terms and conditions as integral parts of the agreement binding upon both parties. Terms and Conditions of the Customer shall not apply.

(2) If individual provisions of this terms and conditions are or become invalid, such invalidity shall not affect the remaining provisions. In such a case, both contracting parties undertake to replace the invalid provision by a provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Exhibition Terms and Conditions of MFME valid for the provision of exhibition space as well as other agreements, rules, regulations (e.g. all terms and conditions of the venue) in connection with the provision and use of exhibition space shall remain valid and be unaffected by these terms and conditions or any agreement for Fairconstruction Services.

(4) Agreements for provision of Fairconstruction Services as well as these terms and conditions shall be governed by the laws of the UAE. Disputes regarding the agreement for Fairconstruction Services or regarding this terms and conditions or any other dispute in connection with Fairconstruction Services, shall be settled by the Dubai International Arbitration Centre (DIAC) in Dubai and subject to the arbitration rules of the DIAC. Language of arbitration as well as documents submitted shall be in the English language.