

Terms and Conditions of NRW.Global Business GmbH

NRW.Global Business GmbH, Völklinger Straße 4, 40219 Düsseldorf, Germany ("**NRW.GLOBAL BUSINESS**") is the foreign trade promotion agency of the State of North Rhine-Westphalia ("**NRW**") and acts as a partner for national and international companies in investment projects and settlement in NRW as well as in the development of foreign markets for North Rhine-Westphalian companies and networking with international business partners. The activities of NRW.GLOBAL BUSINESS are subject to the following terms and conditions of NRW. GLOBAL BUSINESS GmbH ("**GTCs**").

Part I - General Terms and Conditions

1. Applicability and scope of application

1.1 These Terms and Conditions shall apply if and to the extent that the contracting party ("**CP**") is an entrepreneur (Section 14 German Civil Code (BGB)), a business person within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law.

1.2 The contract concluded on the basis of the GTCs between NRW.GLOBAL BUSINESS and the CP (hereinafter jointly referred to as "**Parties**" and individually also as "**Party**") constitutes the entire agreement between the Parties with regard to the agreed services, unless expressly agreed otherwise. Any agreements made or assurances given by NRW.GLOBAL BUSINESS before the conclusion of the written contract are non-binding and are completely superseded by the contract, unless it is expressly stated in each case that they are to continue to be binding.

1.3 These GTCs apply exclusively. Conflicting, deviating and/or supplementary terms and conditions of the CP are hereby rejected and do not become part of the contract, unless NRW.GLOBAL BUSINESS expressly agrees to their validity in writing. Among other things, it does not constitute an agreement if NRW.GLOBAL BUSINESS unconditionally accepts orders, renders services or directly or indirectly refers to letters etc. which contain the terms and conditions of the CP in knowledge of the terms and conditions of the CP.

2. Reservation of rights

NRW.GLOBAL BUSINESS reserves all property rights, copyrights and trade mark rights to all documents, materials and other objects (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions, manuals, samples, models and other physical and/or electronic items, documents, information and objects) provided to the CP by NRW.GLOBAL BUSINESS, unless expressly stated otherwise in the Contract.

3. Confidentiality

3.1 Obligation to maintain secrecy

3.1.1 The Parties will disclose, or have already disclosed, certain confidential information in connection with the execution and performance of the Contract. "**Confidential Information**" means all data, information, documents, processes and content disclosed by one party ("**disclosing party**") to the other party ("**receiving party**") in any form, as well as in any medium (written, oral, electronic or otherwise), prior to, at or after the time of entering into the Contract, provided, made available or otherwise known and (i) is marked as confidential by use of "confidential", "secret" or similar term and/or (ii) by its nature, manner of disclosure or otherwise, is reasonably to be regarded as confidential; Confidential information shall in particular mean information relating to the business, including technical, business, financial, customer and product-related information (including address files and customer data), know-how, processes, ideas, as well as trade and business secrets and all personal data pursuant to the German Federal Data Protection Act or comparable laws or regulations of the European Union.

3.1.2 The receiving party undertakes, subject to the

provisions of the following clause,

3.1.2.1 to keep confidential information strictly confidential and to store it carefully;

3.1.2.2 not to pass on, disclose or otherwise make available confidential information to any third party – directly, indirectly, in writing, orally or otherwise (e.g., de facto disclosure) – unless the Contract expressly provides otherwise; and

3.1.2.3 not to use, reproduce or record confidential information for any purpose other than for contractual purposes; and

3.1.2.4 not to issue press releases or other public disclosures regarding the relationship between the Parties without the prior approval of the disclosing party.

3.1.3 In order to ensure the non-disclosure of the confidential information, the receiving party undertakes

3.1.3.1 to take at least the same measures as it takes to protect its own confidential information, and in any event no less than reasonable measures, to prevent the disclosure of confidential information and to protect the disclosing party's interest in keeping it confidential; and

3.1.3.2 to notify the disclosing party promptly upon becoming aware of any actual or threatened unauthorized use or actual or threatened unauthorized disclosure of confidential information and to take all reasonable steps, with the assistance of the disclosing party as appropriate, to prevent or terminate such use or disclosure.

3.1.4 These GTCs do not restrict in any way the legal rights that exist under the Trade Secrets Act. However, the receiving party is prohibited from obtaining confidential information by way of reverse engineering.

3.2 Non-confidential information

3.2.1 The provisions of the confidentiality agreement shall not apply to confidential information for which the receiving party can prove that, without its involvement, fault and/or a breach of the Contract,

3.2.1.1 it was publicly known or publicly available at the time of disclosure or subsequently became publicly known or publicly available;

3.2.1.2 it was already known to or lawfully in the possession of the receiving party at the time of disclosure without an obligation of confidentiality;

3.2.1.3 it was disclosed to the receiving party by a third party without any obligation of confidentiality; or

3.2.1.4 it was developed by the receiving party independently of the confidential information.

3.3 Exceptions

3.3.1 The receiving party shall be permitted to disclose confidential information to third parties if and to the extent it has been expressly authorized to do so in writing by the disclosing party in advance. In such cases, the receiving party shall notify the disclosing party in writing of the name and address of the third party.

3.3.2 Disclosure of confidential information is also permitted to

3.3.2.1 employees (including employees, freelancers, students and similar persons who are not permanent employees),

3.3.2.2 affiliated companies, and

3.3.2.3 members of corporate bodies, legal representatives and committees.

3.3.3 The receiving party undertakes, in the cases referred to

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- in **Article 3.3.2 Part I**, to ensure that
- 3.3.3.1 confidential information is disclosed to such persons only if and to the extent necessary for the purposes described in the preamble (need-to-know principle);
- 3.3.3.2 the persons are informed that the information is confidential information; and
- 3.3.3.3 such persons undertake to maintain confidentiality to the same extent as the receiving party.
- 3.3.4 Disclosure of confidential information is also permitted to tax or legal advisors if and to the extent that they are professionally bound to secrecy.
- 3.3.5 The receiving party shall further be permitted to disclose if and to the extent the receiving party is required by law or court or governmental authority decision to disclose and/or inform about confidential information, in which case the receiving party shall
- 3.3.5.1 promptly notify the disclosing party in writing of such obligation and, upon request, assist the disclosing party in protecting or causing to be protected, to the extent possible, the confidential information; and
- 3.3.5.2 insofar as no other protections are in place, disclose only such confidential information as is required to be disclosed and use its best efforts to ensure that the confidential information disclosed is handled, to the extent possible, in accordance with the Contract.
- 3.3.6 With respect to the confidential information disclosed to the receiving party, the receiving party shall acquire neither a legal claim nor a license, unless expressly stated otherwise in the Contract.
- 3.4 **Duration**
- 3.4.1 The confidentiality obligations shall enter into force upon signature of the Contract. The obligations under **Article 3 Part I** shall end when the last confidential information received is no longer confidential without breach of this Contract or other breach of law.
- 3.4.2 The receiving party shall at any time upon the disclosing party's request immediately return, delete and/or otherwise completely destroy (e.g. irrevocably delete from hard disks or other electronically readable storage media) all physical and/or electronic reproductions and copies of confidential information (in particular documents and other materials that contain confidential information, were created using confidential information or allow conclusions to be drawn about confidential information) at the disclosing party's discretion and confirm this. In any event, immediately following the end of the term of the Contract, the receiving party shall return or, at the disclosing party's option, delete and/or otherwise completely destroy confidential information as described above and so confirm in writing to the disclosing party within seven (7) days of the termination of the Contract that all confidential information in its possession or under its control has been destroyed.
- 3.4.3 Notwithstanding any provisions to the contrary, the receiving party shall be entitled to retain copies of confidential information to the extent necessary to comply with applicable legal and regulatory requirements (in particular, retention obligations), provided, however, that such confidential information shall continue to be subject to the provisions of the Contract, in particular these GTCs.
- 3.5 **Contractual penalty**
- 3.5.1 For each case of culpable breach of the obligations under the Contract by the receiving party, the receiving party shall pay a contractual penalty to be determined by the disclosing party at its reasonable discretion (Section 315 BGB), the appropriateness of which shall be reviewed by the competent court in the event of a dispute. The defense of continuation of offense is excluded for intentional breaches of obligation. In the case of continuous violations, each commenced week of the violation shall be deemed a separate violation.
- 3.5.2 Any further claims for damages shall remain unaffected, as shall any further claims, in particular claims for injunctive relief. Any contractual penalty paid shall be offset against any claims for damages. The contractual penalty shall represent the minimum damage.
4. **Data protection**
- 4.1 Each party is required to comply with its obligations under data protection law.
- 4.2 If and to the extent that the CP obtains personal data from NRW.GLOBAL BUSINESS, the following provisions apply:
- 4.2.1 The CP must exercise due diligence to ensure that all persons entrusted by it with processing observe the legal provisions concerning data protection and do not pass on or otherwise exploit the information obtained from the domain of NRW.GLOBAL BUSINESS to third parties.
- 4.2.2 The CP is not authorized to use data for its own purposes or for the purposes of third parties. In any case, the responsibility for the legal admissibility of the processing of personal data and the fulfillment of the rights of the data subjects lies with NRW.GLOBAL BUSINESS.
- 4.2.3 Insofar as the CP uses third parties for the fulfillment of services arising from the Contract after prior written consent of NRW.GLOBAL BUSINESS, it must obligate these and any subcontractors to comply with the data protection provisions contained in the contract, in particular these GTCs.
- 4.2.4 Upon request, the CP shall provide NRW.GLOBAL BUSINESS with a comprehensive statement on all questions relevant to data protection as well as relevant documents, if available. Irrespective of this, the CP has to inform NRW.GLOBAL BUSINESS about all findings of relevance to data protection law without delay on its own initiative.
- 4.3 If and to the extent that NRW.GLOBAL BUSINESS obtains personal data from the CP for the planning and organization of events, the following provisions apply:
- 4.3.1 In compliance with the provisions of the Data Protection Act of the State of North Rhine-Westphalia, the data transmitted to NRW.GLOBAL BUSINESS will be stored and forwarded to the offices responsible for this in the context of processing the application or carrying out the event. The company details requested in the application will be entered into a database and stored there. They are required for the organization and implementation of the event. Furthermore, they will be used to inform about further events of NRW.GLOBAL BUSINESS and its specialized partners, if necessary.
- 4.3.2 The company data requested in the questionnaires by NRW.GLOBAL BUSINESS after the event are necessary for the follow-up of the event and the anonymized evaluation by NRW.GLOBAL BUSINESS. They will be digitally recorded and stored by NRW.GLOBAL BUSINESS. The company data will be treated confidentially and will not be passed on to third parties.
- 4.3.3 The event will be documented photographically. If applicable, selected photos of the event will be published as part of reports on the event or to illustrate program booklets.
- 4.3.4 The exhibiting company agrees to the aforementioned treatment of its company data. This consent may be revoked at any time.
5. **Liability**

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- 5.1 NRW.GLOBAL BUSINESS shall be liable for damages which
- 5.1.1 are caused intentionally or by gross negligence, or
- 5.1.2 insofar as these are damages culpably caused by NRW.GLOBAL BUSINESS arising from injury to life, body or health, or
- 5.1.3 in case of culpable violation of a material contractual obligation, or
- 5.1.4 in case of non-fulfilment of a warranty, or
- 5.1.5 if a defect was fraudulently concealed by NRW.GLOBAL BUSINESS.
- 5.2 Material contractual obligations are those obligations of NRW.GLOBAL BUSINESS which provide the CP with a legal position which the agreement must grant it according to its content and purpose, as well as those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the CP regularly relies and can rely. In the case of slightly negligent breach of material contractual obligations, the liability of NRW.GLOBAL BUSINESS is limited to the amount of the damage typically foreseeable at the time of the conclusion of the Contract.
- 5.3 In all other respects the liability of NRW.GLOBAL BUSINESS is excluded.
- 5.4 The exclusion of liability applies equally to NRW.GLOBAL BUSINESS, its legal representatives, executive employees as well as other vicarious agents or assistants, with the exception that the liability for gross negligence of other vicarious agents is determined according to the regulations for slight negligence listed in paragraph 5.2.
- 6. Insurance**
- To cover property damage, personal injury and financial loss for which the CP or its vicarious agents are responsible, the CP shall maintain liability insurance that covers such consequences of damage to the best possible extent.
- 7. Term and termination**
- If the parties do not agree on a different term, the following provision shall apply:
- 7.1 The Contract shall become effective upon signature of both parties, however no later than upon provision of contractually agreed services, and shall continue to apply as long as one of the parties provides contractual services.
- 7.2 The right to extraordinary termination for good cause remains unaffected.
- 7.3 NRW.GLOBAL BUSINESS has a right of extraordinary termination in particular in the following cases:
- 7.3.1 The CP stops its payments to its creditors, it applies for the opening of insolvency proceedings, composition or bankruptcy proceedings (or comparable legal proceedings) against its assets, the aforementioned application is permissibly filed by NRW.GLOBAL BUSINESS or a third party, the aforementioned proceedings are provisionally or finally opened, the aforementioned application is rejected for lack of assets and/or the proper execution of the contract is jeopardized as the CP becomes recognizably insolvent.
- 7.3.2 The CP commits a not insignificant violation of legal and/or contractual obligations, which leads to the loss of confidence of NRW.GLOBAL BUSINESS.
- The CP has to inform NRW.GLOBAL BUSINESS immediately about an occurrence of the reasons mentioned in **Article 7.3.1 Part I**.
- 8. Right of access and inspection**
- 8.1 The CP is obligated to grant a third party (e.g. members of the legal or tax consulting professions) commissioned by NRW.GLOBAL BUSINESS and bound to secrecy, access to their business premises, business facilities (including books and documents) used for the fulfillment of the contract during normal business hours to an objectively justified extent. The third party will provide NRW.GLOBAL BUSINESS with information and documents only if and as far as this is necessary. NRW.GLOBAL BUSINESS will announce the visit of the third party with reasonable notice in advance and coordinate the date with the CP. If an authority carries out an audit or if other circumstances require immediate action, no prior information is required.
- 8.2 The CP shall support NRW.GLOBAL BUSINESS to an appropriate extent with regard to the fulfillment of regulatory and statutory audit requirements.
- 8.3 NRW.GLOBAL BUSINESS will ensure that business operations and the legitimate interests of the CP (e.g. confidential information, data protection, labor law requirements, protection of personal rights) are not unreasonably impaired.
- 9. Force majeure**
- 9.1 The parties undertake to comply at all times with all public law restrictions and general rules of conduct applicable in connection with pandemics, in particular the COVID 19 pandemic. Each party shall be responsible for ensuring that its employees as well as its respective contractual partners observe the respective applicable rules of conduct as well as restrictions.
- 9.2 Force majeure, labor disputes, riots, official orders and measures and other unforeseeable, unavoidable and serious events release the parties from their mutual performance obligations for the duration of the impossibility of performance and to the extent of their effect - i.e. insofar as it is impossible for the CP to perform its services, NRW.GLOBAL BUSINESS is released from its payment obligation to the same extent. The mutual obligations to perform will only revive after the event has ceased to exist. The performance periods and deadlines are postponed appropriately; in case of doubt by the period of the duration of the impossibility. NRW.GLOBAL BUSINESS is, however, entitled to terminate the contract at any time if the performance is no longer of interest for NRW.GLOBAL BUSINESS in case of an extension of the deadline. The parties are obliged to give each other the necessary information without delay. In the event of force majeure, both parties shall jointly decide which measures are to be taken to minimize the effects of the force majeure.
- 9.3 Should such an impediment last for an unreasonably long time, NRW.GLOBAL BUSINESS is entitled to withdraw from the Contract in whole or in part. The unreasonableness of the duration of the hindrance is to be assessed according to the purpose pursued with the order.
- 9.4 As soon as the impeding circumstances cease to exist, the CP must inform NRW.GLOBAL BUSINESS of this in writing and resume its performance without delay.
- 9.5 Faulty or delayed deliveries to the CP and/or the failure of upstream suppliers do not constitute a case of force majeure.
- 10. Other provisions**
- 10.1 Amendments**
- Amendments and supplements to the Contract as well as all confirmations and legal declarations (e.g. setting of deadlines, reminders, declarations of withdrawal) must be made in German and must be in writing in order to be effective, unless a stricter form is prescribed by law. Fax or simple e-mail is also sufficient as written form, in each case also without a signature (text form).

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NRW.GLOBAL BUSINESS reserves the right to demand proof in case of doubts about the legitimacy of the person declaring for the CP or about the binding nature of their declaration. Legal mandatory formal requirements remain unaffected.

10.2 Continued validity

10.2.1 If individual provisions of the Contract are or become void, invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid agreement shall be replaced by the legal regulation. The parties shall endeavor to find a legally effective regulation that corresponds as closely as possible to the invalid provision.

10.2.2 If the Contract proves to be incomplete for reasons other than those mentioned (in particular due to the absence of regulations, for example due to the overlooking of points requiring regulation), the parties shall agree on effective regulations in this respect – subject to the possibility and priority of a supplementary interpretation of the Contract – which come as close as possible to the economic objectives of the Contract.

10.3 Rights of set-off and retention

10.3.1 NRW.GLOBAL BUSINESS is entitled to all rights of set-off and retention (in particular Section 273 BGB) as well as the defenses of non-performance of the contract, defectiveness (in each case Section 320 BGB) and uncertainty (Section 321 BGB) to the full legal extent. In particular, NRW.GLOBAL BUSINESS is entitled to withhold payments as long as NRW.GLOBAL BUSINESS is still entitled to a claim from the contractual relationship concerned due to incomplete or defective performance, unless otherwise stipulated in Section 320 Para. 2 BGB.

10.3.2 NRW.GLOBAL BUSINESS is also entitled in the case of rectifiable (instead of only irrectifiable) defects, and also if these are minor, to refuse payment of the remuneration in accordance with Section 320 Para. 1 BGB and, in accordance with Section 273 Para. 1 BGB, to refuse acceptance of the service until the defect has been rectified, insofar as it does not arise from special circumstances that NRW.GLOBAL BUSINESS would exercise this respective right of retention in a manner contrary to good faith (Section 242 BGB).

10.3.3 The CP is only entitled to offset if and insofar as its counterclaim is undisputed or legally established or is in a reciprocal relationship to the claim of NRW.GLOBAL BUSINESS against which the CP is offsetting. The CP is only entitled to assert a right of retention insofar as its counterclaim is either undisputed, legally established or based on the same contractual relationship as the claim of NRW.GLOBAL BUSINESS against which the CP opposes the right of retention.

10.4 Disposals

Any disposal by the CP of claims arising from the contract, in particular by way of sale, assignment, pledge or usufruct, is only permitted with the prior written consent of NRW.GLOBAL BUSINESS. Section 354a para. 1 HGB remains unaffected.

10.5 Working days

Working days are Monday to Friday, with the exception of public holidays at the business location of NRW.GLOBAL BUSINESS.

10.6 Applicable law and place of jurisdiction

10.6.1 The Contract and all disputes and/or claims arising out of or in connection with the Contract (including any non-contractual claims or disputes) shall be governed by the laws of the Federal Republic of Germany with the exception of the German and European provisions of private international law applicable to the Federal

Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

10.6.2 The place of jurisdiction is Düsseldorf, Germany. NRW.GLOBAL BUSINESS is in all cases entitled at its discretion to invoke the courts at the general place of jurisdiction of the CP or at the place of performance instead. Mandatory legal provisions, in particular regarding exclusive places of jurisdiction, remain unaffected.

Part II – Terms of Ordering

1. Applicability

The regulations of this Part II apply to all business relations of NRW.GLOBAL BUSINESS with the CP, if and as far as the CP renders services to NRW.GLOBAL BUSINESS.

2. Conclusion of the Contract

2.1 Invitations to tender, requests for information and offer letters from NRW.GLOBAL BUSINESS represent non-binding invitations to submit an offer, unless the invitation to tender, request for information or the offer letter expressly states otherwise. The offer submitted by the CP in response to the invitation to tender, request for information or the offer letter shall be deemed to be a binding offer. A contract is only concluded with the explicit acceptance of this offer by NRW.GLOBAL BUSINESS. This applies without prejudice to the rules for the conclusion of contracts in an award procedure, in particular according to the 4th part of the GWB (Act Against Restraints of Competition), the VgV (regulation for awarding contracts), the UVgO (sub-threshold award regulation), the VOL (award and contract regulation for services) and the VOF (award regulation for freelance services).

2.2 If the CP recognizes that the service description or other aspects of the invitation to tender, request for information or the offer letter of NRW.GLOBAL BUSINESS are faulty, incomplete, ambiguous, objectively not feasible or more economical to realize with regard to the execution of the Contract, it must immediately inform NRW.GLOBAL BUSINESS of this as well as of the consequences recognizable to it. The parties will then work together towards a solution of the problem.

3. Subject of performance

The type and scope of the services to be provided by the CP shall be determined in accordance with the service description, which shall form an integral part of the Contract.

4. Obligations of the CP

4.1 The CP shall provide the service in the contractually agreed form at the contractually agreed time at the contractually agreed place.

4.2 The CP shall perform all services to be rendered by it on its own responsibility, in accordance with the Contract and with the care required for proper professional practice. In doing so, it shall observe the trade customs, the recognized rules of technology as well as the statutory regulations and official provisions. The CP shall ensure that all services are provided in accordance with the valid, applicable collective agreements.

4.3 The CP shall ensure the use of qualified and competent as well as reliable employees and vicarious agents and shall ensure continuous supervision of the employees as well as control during the performance of the services.

4.4 The personnel employed by the CP are exclusively

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- subject to the instructions of the CP. NRW.GLOBAL BUSINESS is not entitled to issue instructions to the CP's personnel. In case of need, the CP can replace a person employed by the CP at its own discretion if there is an objective reason after appropriate announcement and observance of a reasonable period of time. This applies in particular if the person is prevented from performing the tasks incumbent on it/her within the framework of the execution of the contract due to illness, pending further training measures, due to dismissal or for family or comparable reasons. NRW.GLOBAL BUSINESS can demand the replacement of a person employed by the CP for the performance of the services for objective reasons. As far as a replacement of a person is required according to the above provisions, the CP will take care that the new person is sufficiently qualified. In case of a replacement, the CP has to bear its own additional expenses arising therefrom.
- 4.5 If the provision of services by the CP requires an on-site assignment at NRW.GLOBAL BUSINESS and/or a third party, the CP shall ensure that its personnel exercise the necessary care and observe the applicable regulations (including the respective applicable house rules) as well as any instructions of NRW.GLOBAL BUSINESS and/or the third party.
- 4.6 The CP shall ensure that an agreed contact person and/or project manager is permanently available, competent in the matter and authorized to make decisions or to bring about corresponding decisions within a reasonable period of time.
- 4.7 Without the prior written consent of NRW.GLOBAL BUSINESS, the CP is not entitled to have the service owed by it performed by third parties (e.g. subcontractors). Should the CP call in third parties for the fulfillment of the services, they will act exclusively for the CP. Third parties are basically considered as vicarious agents of the CP.
- 5. Participation by NRW.GLOBAL BUSINESS**
- 5.1 If NRW.GLOBAL BUSINESS is required to cooperate in the provision of the service, the CP will inform NRW.GLOBAL BUSINESS of this before the conclusion of the Contract, or otherwise without delay.
- 5.2 For default of acceptance by NRW.GLOBAL BUSINESS the statutory provisions apply. However, the CP must also expressly offer its performance to NRW.GLOBAL BUSINESS (contrary to Section 296 BGB), if for an action to be carried out by NRW.GLOBAL BUSINESS (e.g. provision of material) a time is determined according to the calendar or can be calculated according to the calendar from an event preceding this action. If NRW.GLOBAL BUSINESS is in default of acceptance, the CP can demand compensation for its additional expenses according to the legal regulations (Section 304 BGB). If the Contract concerns a non-fungible item to be produced by the CP (e.g. a custom-made product) (Section 651 sentence 3 BGB), the CP is only entitled to further claims and rights (from Section 650 Clause 3 in conjunction with Sections 642, 643 BGB) if NRW.GLOBAL BUSINESS undertakes to cooperate and is responsible for the failure to cooperate.
- 6. Delivery**
- 6.1 The CP shall provide all services in a timely manner and on schedule. The agreed time of performance or other deadlines and dates of the CP resulting from the Contract (in particular delivery dates or periods until performance) (uniformly "**Delivery Time**") shall be binding and shall be complied with by the CP. If no Delivery Time is specified and not otherwise agreed, it shall be 2 weeks from the conclusion of the Contract. The CP shall inform NRW.GLOBAL BUSINESS immediately in writing as soon as it realizes that it will probably not be able to meet a delivery time, how long the expected delay will last and on which concrete reason it is based.
- 6.2 Unless otherwise stated in the agreements made, any deliveries shall be made to the delivery address specified by NRW.GLOBAL BUSINESS or, if no such address is specified, to the registered office of NRW.GLOBAL BUSINESS. The place of performance is at the specified delivery address or at the place of business of NRW.GLOBAL BUSINESS.
- 6.3 Services and/or partial services are only permitted with prior written consent by NRW.GLOBAL BUSINESS. The CP is obliged to immediately request consent from NRW.GLOBAL BUSINESS if it intends to perform prematurely and/or partially. There shall be no right to consent.
- 6.4 The risk of accidental loss and accidental deterioration shall only pass to NRW.GLOBAL BUSINESS upon handover to NRW.GLOBAL BUSINESS at the place of performance. If and insofar as acceptance is provided for or agreed by law, the risk is only transferred to NRW.GLOBAL BUSINESS with the acceptance. For this acceptance Section 640 Para. 1, Para. 2 Sentence 1 BGB apply accordingly. The legal regulations on the transfer of risk due to possible default of acceptance remain unaffected in each case.
- 6.5 A delivery note must be enclosed with the delivery of goods. With the beginning of the shipment NRW.GLOBAL BUSINESS must be sent a dispatch note. Order confirmations, delivery notes, dispatch bills, other delivery documents and invoices of the CP must always contain the legally required information and in particular the following: Date of issue, planned or actual date of performance, date of commissioning, content of the delivery or service (in case of goods incl. item number and number of pieces, unit and final prices), NRW.GLOBAL BUSINESS order number. In case of delayed processing by NRW.GLOBAL BUSINESS due to incomplete or incorrect information or documents of the CP, NRW.GLOBAL BUSINESS is not responsible for the delay; in this case the payment period of NRW.GLOBAL BUSINESS is automatically extended by an appropriate period. The claim of NRW.GLOBAL BUSINESS for complete information/documents remains unaffected.
- 6.6 The CP shall take back packaging material at its own expense at the request of NRW.GLOBAL BUSINESS.
- 7. Acceptance**
- 7.1 Work results shall be subject to acceptance in accordance with the following provisions, whereby "**work results**" shall include all works within the meaning of Section 631 of the German Civil Code (BGB) as well as all works and services designated as work results in the Contract and all works and services to be accepted in accordance with the Contract.
- 7.2 Partial acceptances do not take place.
- 7.3 The receipt of a work result or a component by NRW.GLOBAL BUSINESS and/or the passing on of a work result or a component to third parties, shall not be considered as acceptance.
- 7.4 A prerequisite for acceptance is that the CP indicates to NRW.GLOBAL BUSINESS that the work result is ready for acceptance and hands over or provides NRW.GLOBAL BUSINESS with all work results produced according to the Contract.
- 7.5 Thereupon (unless otherwise agreed) NRW.GLOBAL

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- BUSINESS shall start checking the acceptability of the work results within a reasonable period of time. NRW.GLOBAL BUSINESS will inform the CP about the result of the inspection in writing; NRW.GLOBAL BUSINESS will either
- 7.5.1 declare the acceptance; or
 - 7.5.2 inform the CP about a defect.
- 7.6 NRW.GLOBAL BUSINESS can refuse acceptance in particular if
- 7.6.1 the CP has deviated significantly from agreed specifications,
 - 7.6.2 has deviated significantly from the agreements made in any other way,
 - 7.6.3 the work result does not meet other contractual requirements to a not only insignificant extent and/or
 - 7.6.4 the contractual use of the work result would violate laws or contractual provisions.
- 7.7 Non-substantial defects shall not prevent acceptance, but shall be remedied by the CP within the scope of the warranty without culpable hesitation.
- 7.8 Insofar as a work result is defective, the CP has the option of rectification. The CP shall carry out the rectification without delay and hand over the work result again to NRW.GLOBAL BUSINESS for acceptance within a reasonable period after notification of the defectiveness.
- 7.9 If the defect is not remedied within a reasonable period of time, NRW.GLOBAL BUSINESS is entitled to the further legal rights in case of material defects or defects of title (self-execution, withdrawal, reduction, compensation) under the legal conditions.
- 7.10 Acceptance does not imply approval from a legal point of view. Even after acceptance, the CP shall be liable for all contractual and legal infringements, in particular for the infringement of property rights.
- 8. Transfer of ownership**
- 8.1 The transfer of ownership of objects of performance shall be unconditional and without regard to the payment of remuneration, but subject to the following paragraphs.
 - 8.2 If in individual cases NRW.GLOBAL BUSINESS accepts an offer of transfer of ownership (retention of title) of the CP conditional on payment or if a retention of title of the CP otherwise comes about (e.g. by virtue of an express agreement or by virtue of mandatory law), this respective retention of title expires at the latest with the complete payment of the remuneration for the respective delivered object of performance.
 - 8.2.1 If a retention of title exists, NRW.GLOBAL BUSINESS is authorized to resell the goods in the ordinary course of business already before payment under – hereby declared by NRW.GLOBAL BUSINESS – advance assignment of the payment claim of NRW.GLOBAL BUSINESS arising from the respective resale to the CP (extended retention of title). All other forms of retention of title are excluded, in particular the extended, passed on and the retention of title extended to further processing. NRW. GLOBAL BUSINESS is also authorized to process, transform, combine, mix and blend the goods. Such processing, remodeling and/or mixing is always done for NRW.GLOBAL BUSINESS as manufacturer, in the name of NRW.GLOBAL BUSINESS and for the account of NRW.GLOBAL BUSINESS. NRW.GLOBAL BUSINESS thereby acquires ownership at the latest in accordance with the respective legal regulations, if NRW.GLOBAL BUSINESS has not already acquired ownership otherwise beforehand.
- 9. Granting of rights of use and exploitation**
- 9.1 The CP grants NRW.GLOBAL BUSINESS rights of use to the subject matter of the performance and in particular to the work results to the extent stipulated by the parties in the respective performance specification; the same applies to the materials necessary for the development of the subject matter of the performance, such as reproduction material, (photographs together with photographic recording material – negatives, slides, intermediate negatives, prints, etc. – films, illustrations and lithographs), illustrations, graphics and drawings as well as texts in draft and in their final version, other drafts, calculations and documents, jointly "**works**").
 - 9.2 In the absence of an express provision, the following shall apply:
The CP hereby grants NRW.GLOBAL BUSINESS, at the time of accrual, all rights of use to the works arising, accruing or to be acquired for this purpose by it, its employees, its contractual partners and other persons commissioned by it in connection with the provision of the services, exclusively, unlimited in time, space and content, transferable, sub-licensable, for worldwide use and exploitation in unchanged or changed form in all media. NRW.GLOBAL BUSINESS accepts the granting of rights.
 - 9.3 In particular, but not exclusively, the following rights of use and exploitation are covered by the aforementioned granting of rights, unless expressly stated otherwise in the contract: the right to edit the work (in each case with due regard to personal rights); the right to make it available to the public; the broadcasting right; the online and retrieval right; the archiving, database and telecommunications right; the reproduction and distribution right; the right to advertise; the merchandising right; the lecture, performance and presentation right; the exhibition right; the right to produce, reproduce, distribute, publicly play back and make available to the public advertising and information material, in particular for public relations purposes.
 - 9.4 The aforementioned rights are granted irrespective of the storage or data transmission technology used and irrespective of whether the use takes place with or without intermediate storage and/or by means of individual retrieval and/or whether the reception or playback takes place by means of a television set, computer or other – also mobile – end devices.
 - 9.5 The rights of use granted include the right to transfer them in whole or in part to third parties or to transfer them to third parties and/or to grant sublicenses to third parties. NRW.GLOBAL BUSINESS is entitled to use the rights of use granted to it after the execution of the contract or other termination of the contract also for its own productions and their exploitation and/or to have them used by third parties.
 - 9.6 The CP also transfers to NRW.GLOBAL BUSINESS rights to types of use unknown at the time of the conclusion of the Contract.
 - 9.7 Insofar as a granting of rights beyond those expressly regulated in the contract is necessary in order to enable the use and exploitation of the works in accordance with the Contract, the CP also grants NRW.GLOBAL BUSINESS these rights to the aforementioned extent.
 - 9.8 If the CP uses third parties for the fulfillment of the Contract, the CP shall obtain rights of use to the legal positions of these third parties, in terms of time, place and to the extent required according to the purpose of use, and shall grant them to NRW.GLOBAL BUSINESS to the extent agreed in the Contract.
 - 9.9 With the individually agreed remuneration, the granting

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of the aforementioned rights shall be deemed compensated in full, unless otherwise agreed in writing. Section 40a UrhG (German Copyright Act) shall remain unaffected.

10. Indemnity

10.1 The CP shall be obliged to ensure that the contractual services in countries of the European Union (EU) and the European Economic Area (EEA) and, if different, in the region agreed in the Contract are free from third party property rights that exclude or restrict their use in accordance with the Contract.

10.2 The CP is obliged to indemnify, compensate, defend and hold harmless NRW.GLOBAL BUSINESS from all claims of third parties (including governmental institutions and collecting societies), in particular claims for injunctive relief, removal, damages and remuneration, damages, losses, liabilities, costs, including the costs of a reasonable legal defense, and expenses, which are asserted against NRW.GLOBAL BUSINESS due to the infringement of intellectual property rights of third parties. The foregoing shall also apply insofar as authors and/or persons entitled to ancillary copyrights approach NRW.GLOBAL BUSINESS directly and assert claims under Section 32a UrhG or similar claims for subsequent appropriate compensation; this provision concerns the liability between the parties and does not limit the rights of the author and/or person entitled to ancillary copyrights. Any further claims shall remain unaffected.

10.3 However, there shall be no claims under **Article 10.2 Part II** insofar as the CP proves that it is neither responsible for the infringement of the IPR nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

10.4 As far as third parties assert claims against NRW.GLOBAL BUSINESS, NRW.GLOBAL BUSINESS will inform the CP immediately. The CP can assert and pursue its rights against third parties itself.

10.5 NRW.GLOBAL BUSINESS can demand from the CP that it undertakes the extrajudicial and judicial defense of claims at its own expense and, if necessary, engages a suitable lawyer for this purpose.

11. Warranty

11.1 The CP shall provide the services free of material defects and defects of title.

11.2 The rights of NRW.GLOBAL BUSINESS arising from material defects and defects of title of the CP (including incorrect/short delivery, faulty assembly or similar services as well as faulty instructions) and as a result of other breaches of duty by the CP are governed by the statutory provisions. In addition, these GTCs and in particular this article shall apply.

11.3 NRW.GLOBAL BUSINESS is not obliged to inspect the service or to inquire about any defects at the conclusion of the Contract.

11.4 The commercial obligation to examine and give notice of defects is based on the legal regulations (Sections 377, 381 HGB) and additionally on this paragraph. The obligation of NRW.GLOBAL BUSINESS to examine the goods upon receipt is limited to defects which become obvious upon external inspection including inspection of the delivery documents (e.g. transport damage, incorrect and short deliveries), and otherwise to those defects the notification of which is reasonable in the ordinary course of business taking into account the circumstances of the individual case (e.g. the notification of any defects which can be detected after a quality control in a sampling procedure which is reasonable in type and scope). The obligation of

NRW.GLOBAL BUSINESS to give notice of defects discovered later – i.e. after receipt of the performance (e.g. during processing of the performance or after its delivery to third parties) – remains unaffected. The complaint (notice of defects) made by NRW.GLOBAL BUSINESS is immediate if NRW.GLOBAL BUSINESS sends it within eight (8) working days from receipt of the goods; in cases of defects occurring later this period is three (3) working days from discovery. In case of failure of the supplementary performance, however, there is no obligation to give notice of defects again. If and to the extent that acceptance has been agreed, there shall be no obligation to inspect the goods and give notice of defects.

11.5 In the case of defectiveness NRW.GLOBAL BUSINESS can demand at its discretion subsequent performance by removal of the defect (rectification) or provision of a defect-free service (replacement). If a defective service has been installed in or fitted to another object according to its type and intended use, the subsequent performance also includes, at the discretion of NRW.GLOBAL BUSINESS,

11.5.1 the removal of the defective performance and the installation or fitting of the repaired or newly delivered performance free of defects, or

11.5.2 the reimbursement by NRW.GLOBAL BUSINESS of the expenses necessary for the removal and the installation or fitting.

11.6 If the CP does not fulfill its obligation for supplementary performance within a reasonable period of time set by NRW.GLOBAL BUSINESS, if the supplementary performance fails or if the setting of a deadline is superfluous or unreasonable according to the legal regulations, then NRW.GLOBAL BUSINESS is entitled to assert its rights to reduction, withdrawal, compensation or reimbursement of expenses. In addition, NRW.GLOBAL BUSINESS can in these cases remedy the defect itself or have it remedied (self-performance) and demand from the CP in each case reimbursement of the expenses required for this or a corresponding advance payment.

11.7 Setting a deadline is, among other things, dispensable if a fixed date has been set for the performance and this has been exceeded, if it is unreasonable (e.g. due to particular urgency, endangerment of operational safety or threatened occurrence of disproportionately high damages). NRW.GLOBAL BUSINESS will inform the CP immediately of the circumstances of unreasonableness, if possible before exercising the rights.

11.8 Subsequent performance shall be deemed to have failed if an attempt to remedy the defect or a replacement delivery does not result in a defect-free performance by the CP. If the subsequent performance by the CP has failed, it shall not be necessary to set a new deadline.

11.9 NRW.GLOBAL BUSINESS can demand that the CP performs the supplementary performance at the place where the goods are located, if this place is

11.9.1 specifically provided for in the Contract or
11.9.2 typical for the Contract and was foreseeable for the CP – be it concretely or abstractly (i.e. without knowledge of a place name, a geographical location or our customer) – at the conclusion of the Contract

11.10 The CP bears the procurement risk for its services, unless expressly agreed otherwise (e.g. a limitation of the obligation to perform to certain supplies). NRW.GLOBAL BUSINESS does not recognize warranty or liability limiting clauses of the CP as a

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- whole.
- 11.11 NRW.GLOBAL BUSINESS expressly reserves the right to recognize excess deliveries as being in accordance with the Contract.
- 11.12 Claims of NRW.GLOBAL BUSINESS due to defects become time-barred according to the statutory provisions.
- 11.13 Any legal recourse claims against the CP within a supply chain (Sections 445a, 445b, 478 BGB) are due to NRW.GLOBAL BUSINESS without restriction.
- 12. Default**
- 12.1 If the CP recognizes that it cannot meet a performance deadline, it must inform NRW.GLOBAL BUSINESS immediately about this as well as about the reasons for the delay and its expected duration. There is no right to an extension of the performance deadlines, unless the Contract expressly states otherwise.
- 12.2 If the CP does not provide its service or does not provide it within the agreed service time or if it is in default, the rights of NRW.GLOBAL BUSINESS – in particular to withdrawal and compensation – are determined according to the statutory provisions.
- 12.3 If the day on which the performance of the CP must take place at the latest is determined in the Contract or can be determined on the basis of the Contract, the CP shall automatically be in default on expiry of this day in each case, without the need for a reminder; the statutory requirement to set a deadline before withdrawal by NRW.GLOBAL BUSINESS or its claim for damages instead of performance shall, however, remain unaffected. The statutory provisions on the dispensability of the reminder and the requirement to set a deadline (Sections 286 para. 2, 281 para. 2 and para. 3, 323 para. 2 to 4 BGB) also remain unaffected.
- 12.4 If the CP is in default, NRW.GLOBAL BUSINESS may – in addition to further legal claims, in particular due to delay, and in addition to performance – demand lump-sum compensation for damages caused by delay in the amount of 0.75% of the net price of the delayed delivery portion per completed calendar week of delay, but in total no higher lump-sum compensation for damage caused by delay than 5% of the net price of the delayed delivery portion. NRW.GLOBAL BUSINESS reserves the right to prove higher damages, and the CP the right to prove that NRW.GLOBAL BUSINESS has incurred no damages at all or only significantly lower damages. NRW.GLOBAL BUSINESS does not need to prove minimum damages.
- 13. Remuneration and payment**
- 13.1 General**
- 13.1.1 The agreed remuneration is fixed and binding.
- 13.1.2 The remuneration shall be subject to the applicable statutory value added tax. If the value added tax is changed after the conclusion of the Contract, it shall be invoiced at the tax rate applicable on the day the tax liability arises (Section 15 UStG). If the Act Amending the Value Added Tax Act provides for a regulation for the settlement of existing contracts, this regulation shall apply.
- 13.1.3 Remuneration shall include all agreed shipping and transport services, other services and ancillary services (e.g. assembly/installation, installation, commissioning, set-up, adjustment, trial run and/or instruction in use), as well as customs duties and other charges.
- 13.1.4 Services shall only be remunerated on the basis of the CP's hourly billing rates if such remuneration is expressly provided for in the Contract.
- 13.1.5 If errors are discovered after acceptance of the remuneration, the invoice shall be corrected. This includes errors in the determination of performance, errors in the application of general calculation rules including rounding, transmission and page transmission errors. VP is obliged to reimburse NRW.GLOBAL BUSINESS for any amounts resulting from these errors.
- 13.2 Due date and payment**
- 13.2.1 The remuneration of the CP's services and its due date shall be governed by the contractual agreement.
- 13.2.2 Unless expressly stated otherwise in the Contract, the following shall apply:
- 13.2.2.1 NRW.GLOBAL BUSINESS shall pay the CP – without deduction – within 30 calendar days after receipt of both the service and the proper invoice. The payment claim of the CP is due at the earliest with the expiry of this period.
- 13.2.2.2 If the acceptance or other inspection of the performance of the CP is agreed, NRW.GLOBAL BUSINESS is entitled to 15 calendar days after receipt of the performance, unless otherwise agreed in individual cases. The 30-day payment period, the due date and the entitlement to cash discount remain unaffected by this; in particular, the 30-day payment period is not extended. If, however, a longer period than the aforementioned 15-day period has been agreed in individual cases (e.g. because the participation of the CP in the acceptance and a later date have been agreed for this), the 30-day payment period shall be extended accordingly.
- 13.2.2.3 If partial payments have been agreed, they shall be made within reasonable periods upon request in accordance with the value of the services rendered in a reasonable amount. The partial services rendered shall be evidenced by auditable statements.
- 13.2.2.4 If there are differences of opinion between the Parties, the CP shall nevertheless be paid the amount to which it is undisputedly entitled.
- 13.2.2.5 Payment is usually made cashless to the account specified by the CP.
- 13.3 Invoice**
- 13.3.1 The CP shall invoice its services in a verifiable manner. For this purpose, it shall prepare invoices clearly and in the order of items agreed in the Contract, use the designations contained in the components of the Contract and, if applicable, meet any other requirements for invoice forms set out in the Contract and provide evidence of the type and scope of the performance by means of receipts in the generally accepted form. Invoice amounts to be paid for changes and additions must be listed separately from the others with reference to the agreements made or specially marked. In the event that services of third parties are charged on, copies of the invoices of these third parties shall be attached to the invoice. If an auditable invoice is not submitted despite the setting of a reasonable deadline, NRW.GLOBAL BUSINESS may draw up the invoice for the CP at the latter's expense if it has given notice to do so.
- 13.3.2 In the case of services which are remunerated on the basis of hourly rates of the CP, the CP must keep hourly records and provide NRW.GLOBAL BUSINESS with evidence of the activities undertaken and the time spent on them upon request, also during the performance of the service. Expenses or incidental costs (including travel, accommodation and subsistence expenses) will only be reimbursed upon prior agreement and presentation of original receipts.

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Part III - Terms for events

1. Section 1 - General provisions

1.1 Applicability

1.1.1 For the purpose of foreign trade promotion NRW.GLOBAL BUSINESS plans and organizes trade fair participations, company trips and other events ("**Events**"). The provisions of this Part III, Section 1 shall apply to all business relations of NRW.GLOBAL BUSINESS with the CP in connection with participations in events offered by NRW.GLOBAL BUSINESS, if and to the extent that the CP participates in these events ("**Participant**").

1.1.2 Regulations and guidelines of the competent bodies of the Federal Republic of Germany and/or any host country that deviate from these provisions or contain additional restrictions shall at all times take precedence over these GTCs. The CP acknowledges that NRW.GLOBAL BUSINESS has no influence on the regulations and guidelines, but that these are at the sole discretion of the competent bodies of the Federal Republic of Germany and/or the host country. If and to the extent that execution or participation in the event and/or the provision of the associated services by NRW.GLOBAL BUSINESS is not possible or not possible as agreed due to or as a result of regulations and guidelines of competent bodies, NRW.GLOBAL BUSINESS is released from the obligation to perform. Subject to the liability regulations in **Article 5 Part I** as well as **Article 1.9 Part III, Section 1**, NRW.GLOBAL BUSINESS is not liable for damages and other disadvantages resulting for the participant.

1.2 Subject of performance

The type and scope of the services to be provided by NRW.GLOBAL BUSINESS are determined exclusively by the information provided by NRW.GLOBAL BUSINESS during the registration process and, if applicable, the special conditions of participation ("**SCPs**") to be confirmed in a legally binding manner.

1.3 Organizer

1.3.1 The organizer of the official participations of the State of North Rhine-Westphalia in events is NRW.GLOBAL BUSINESS. These measures are sponsored by the Ministry of Economic Affairs, Industry, Climate Action and Energy of the State of North Rhine-Westphalia.

1.3.2 The contractual partner of the CP is NRW.GLOBAL BUSINESS. NRW.GLOBAL BUSINESS is entitled to commission third parties, in particular the implementation companies, the trade fair implementation companies and/or other organizations and companies with the implementation of events or individual services within an event.

1.4 Registration and conclusion of contract

1.4.1 There is no entitlement to the planning or organization of specific events. Announcements, offers and programs of events by NRW.GLOBAL BUSINESS are non-binding.

1.4.2 Companies that have their main or branch office or an independent place of business in North Rhine-Westphalia, as well as their subsidiaries and representative offices, are entitled to participate in events.

1.4.3 Registration for participation takes place by submitting the online registration in the registration section of the respective event at www.nrwglobalbusiness.com. In doing so, the CP must complete the registration form and confirm the GTCs and the Privacy Policy.

1.4.4 Registration for participation takes place exclusively through timely receipt of the completed registration form. The registration is binding for the CP regardless

of admission.

1.4.5 Conditions and reservations on the part of the CP at the time of registration are not permitted and shall be deemed not to have been made.

1.4.6 The number of participants for trade fairs is limited to the number specified in the SCPs. NRW.GLOBAL BUSINESS generally considers registrations in the order in which they are received.

1.4.7 The registration deadline for the respective event can be found in the project-specific registration documents or the SCPs.

1.4.8 The CP will receive a confirmation of receipt of the registration after its registration. The registration and the confirmation of receipt do not constitute a claim for admission.

1.4.9 A contract shall only be concluded upon approval of the CP by NRW.GLOBAL BUSINESS in accordance with **Article 1.5 Part III, Section 1**.

1.5 Admission

1.5.1 The CP will be admitted as a rule,

1.5.1.1 as soon as the minimum number of participants has been reached (unless otherwise stated, the minimum number of participants is 10 companies) and

1.5.1.2 if it fulfills the requirements stated in the registration conditions or in the SCPs.

1.5.2 Companies that are in arrears with payment obligations from previous events may be refused participation by NRW. GLOBAL BUSINESS.

1.5.3 With the sending of the admission by NRW.GLOBAL BUSINESS the contract between NRW.GLOBAL BUSINESS and the CP is concluded. With admission, the registration has taken place and the obligation to pay the participation fee has arisen.

1.6 Services provided by NRW.GLOBAL BUSINESS

1.6.1 The type and scope of the services provided by NRW.GLOBAL BUSINESS in connection with the events result conclusively from the information provided by NRW.GLOBAL BUSINESS in the context of the registration process or the SCPs.

1.6.2 With the events, NRW.GLOBAL BUSINESS offers the CP the opportunity to initiate or strengthen business contacts. However, NRW.GLOBAL BUSINESS is involved in the initiation or strengthening of the business contacts neither as a party nor as a representative of the CP or the contact. Contracts which are concluded as a result of the initiation or strengthening of the business contacts are concluded and fulfilled without the participation of NRW.GLOBAL BUSINESS and NRW. GLOBAL BUSINESS is not obligated to the actual initiation of business contacts or the successful conclusion of transactions between the CP and third parties.

1.6.3 Insofar as services in connection with travel, accommodation or catering for the CP or other travel services are listed in the project-specific registration documents or the SCPs, these are not offered by NRW. GLOBAL BUSINESS, but are only arranged by NRW.GLOBAL BUSINESS. The contract for the provision of services in connection with the travel, accommodation or catering of the CP or with other travel services is concluded directly between the CP and the provider of the travel service.

1.7 Participation fee

1.7.1 General

1.7.1.1 The amount of the participation fee results from the project-specific registration documents or the SCPs and depends in particular on the company-specific service components of the event, as well as any public funding granted.

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- 1.7.1.2 If several members of the same company participate, a reduced participation fee may apply. The respective regulations can be found in the project-specific registration documents or in the SCPs.
- 1.7.1.3 The costs incurred by the CP for travel to the events, for accommodation and meals as well as other travel services are to be paid by the CP itself, unless otherwise stated in the SCPs.
If the CP has placed orders with NRW. GLOBAL BUSINESS orders for chargeable services, which are neither included in the SCPs, nor in the information provided by NRW.GLOBAL BUSINESS during the registration process, it will be charged separately for the costs incurred.
- 1.7.1.4 If the CP has commissioned third parties with services which are outside the scope of services of NRW.GLOBAL BUSINESS, it must bear the costs arising from this itself.
- 1.7.2 **Payment**
- 1.7.2.1 The participation fee will be invoiced to the CP if and insofar as a participation fee is to be paid. Unless otherwise stated in the invoice and/or the SCPs, the participation fee is due upon receipt of the invoice.
- 1.7.2.2 If the CP defaults on payment, interest shall accrue in the amount of 9 percentage points above the respective base interest rate of the Deutsche Bundesbank pursuant to Section 247 BGB. We reserve the right to assert further damages caused by default.
- 1.7.2.3 If the CP does not pay or only partially pays the due participation fee by the start of the event, participation in the event can be refused, even if the further conditions of default of payment are not present. If payment is not made despite a reminder, NRW.GLOBAL BUSINESS is entitled to withdraw from the Contract.
- 1.7.2.4 Invoicing and collection of the participation fee may be carried out by subcontractors, in particular the implementation companies or trade fair implementation companies.
- 1.8 **Circulars**
- 1.8.1 After admission, the CP will be informed by circular letter about questions concerning the preparation and implementation of the event and will receive other information about the implementation of the event in this way.
- 1.8.2 Subject to the liability provisions in **Article 5 Part I** as well as **Article 1.9 Part III, Section 1**, the CP shall be responsible for consequences arising from non-compliance with these circulars.
- 1.9 **Cancellation by NRW.GLOBAL BUSINESS**
- 1.9.1 NRW.GLOBAL BUSINESS is entitled to cancel an event if the minimum number of participants is not attained.
- 1.9.2 NRW.GLOBAL BUSINESS is also entitled to cancel, postpone, shorten or extend the event in the event of force majeure, or to terminate it temporarily or permanently and in individual parts or as a whole. **Article 9 Part I GTCs** shall apply accordingly.
- 1.9.3 In the event of cancellation of an event, any participant fees already paid will be refunded. Any further claims by participants who have already registered are excluded.
- 1.9.4 NRW.GLOBAL BUSINESS is also entitled to revoke the admission of the CP or to withdraw from the Contract if the CP has made false statements in the application concerning the prerequisites for its admission or if the prerequisites for participation did not exist at the time of admission or have ceased to exist subsequently. **Article 1.10 Part III, Section 1** applies accordingly.
- 1.9.5 In the event of cancellation of the event or the participation of the State of North Rhine-Westphalia for reasons for which NRW.GLOBAL BUSINESS is not responsible, the CP shall, at the request of NRW.GLOBAL BUSINESS, pay an appropriate portion of the costs already incurred for the preparation of the event or the participation at the time of cancellation. The amount of the share to be paid by the CP shall be determined after hearing the parties concerned (CP, NRW.GLOBAL BUSINESS and, if applicable, other parties concerned), but shall not exceed the amount that would have been payable by the CP as a participation fee if the event had been successfully held or if participation in the event had been successful.
- 1.10 **Non-participation of the participant**
- 1.10.1 The CP can terminate the Contract with NRW.GLOBAL BUSINESS under the following conditions. The termination must be made in writing to NRW.GLOBAL BUSINESS.
- 1.10.2 In the event of termination by the CP, the participation fee payable by the CP will change as follows:
- 1.10.2.1 If participation in a business trip is cancelled by the registration deadline specified in the registration documents, the participation fee is waived. If it is cancelled up to two (2) weeks before the start of the trip, NRW.GLOBAL BUSINESS will charge 50% of the participation fee. If it is cancelled thereafter, NRW.GLOBAL BUSINESS will charge the full participation fee.
- 1.10.2.2 If a trade fair participation is cancelled before admission to participation, the participation fee is waived. If the cancellation takes place after admission to participation, NRW.GLOBAL BUSINESS will generally charge the full participation fee, unless the stand space allocated to the CP is allocated to someone else. In this case NRW.GLOBAL BUSINESS will charge 20% of the participation fee.
- 1.10.2.3 If the cancellation is made later than two (2) weeks before the start of the event or if the participant is absent without prior written notice of cancellation, NRW.GLOBAL BUSINESS will charge the full participation fee.
- 1.10.3 The right of the CP in the cases of **Article 1.10.2.2** and **1.10.2.3 Part III, Section 1** to prove that NRW.GLOBAL BUSINESS has not suffered any damage or that the damage is significantly less remains unaffected.
- 1.10.4 If the event is held in a modified form in accordance with **Article 1.9.2 Part III, Section 1** and if participation in the modified measure is no longer of interest to the participant, the participant may terminate the contract. The termination must be declared in writing to NRW.GLOBAL BUSINESS immediately after the CP has knowledge of the change. If and insofar as the event has already partially taken place at the time of termination, the CP remains obligated to pay the participation fee attributable to this part. In this case, **Article 1.10.2.2 Part III, Section 1** shall apply to the obligations of the CP.
- 1.10.5 If, as a result of the cancellation of participation in the event, the CP does not use travel services or withdraws from the contract concluded with the provider of travel services (see **Article 1.6.3, Part III, Section 1**), the remuneration payable by the CP to the provider of travel services shall be governed by the contract concluded between these parties.
- 1.10.6 **Liability**
- 1.10.6.1 The CP is liable for all damages caused to third parties by its participation in the event, including damages

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- caused to buildings on the event site and its facilities.
- 1.10.6.2 The liability of NRW.GLOBAL BUSINESS is limited according to **Article 5 Part I** as well as **Article 1.9 Part III, Section 1**. The limitation of liability shall also apply in the internal relationship if the CP and NRW.GLOBAL BUSINESS are jointly and severally liable to third parties.
- 1.11 **Miscellaneous**
- 1.11.1 NRW.GLOBAL BUSINESS is not bound by discussions, agreements and appointments between the CP and other participants of events, nor does the discussion, agreement or appointment give rise to any claims against NRW.GLOBAL BUSINESS. The same applies to business relationships or other agreements between the CP and third parties arising from or as a result of an event.
- 1.11.2 Insofar as an event takes place abroad, working days are, in deviation from **Article 10.5 Part I**, Monday to Friday, with the exception of public holidays at the event location.
- 2. Section 2 - Special provisions for trade fairs and exhibitions**
- 2.1 Joint company stand**
- 2.1.1 NRW.GLOBAL BUSINESS presents NRW's export economy at suitable foreign trade fairs. As part of this presentation, selected companies from North Rhine-Westphalia can showcase the cutting-edge technology of the respective industry at a joint company stand ("**JCS**").
- 2.1.2 As part of the JCS, NRW.GLOBAL BUSINESS makes the NRW Lounge available to the CP for use free of charge for meetings.
- 2.1.3 NRW.GLOBAL BUSINESS commissions a trade fair forwarding agent as the "*official forwarding agent of the NRW joint company participation*" and informs the CP in good time of their choice. In many cases, this is the forwarding agent accredited by the trade fair or exhibition organizer. The CP is free to choose this or another forwarding agent for its transport. In both cases, both the commissioning of the forwarding agent and the preparation of the necessary transport documents by the CP must take place directly with the forwarding agent.
- 2.2 Registration**
- In addition to the general rules on registration set forth in **Article 1.4, Part III, Section 1**, a registration and confirmation of receipt shall not constitute a claim to a specific size and location of an exhibit stand; in particular, reductions in the square meters registered may be made if the available exhibition space is oversubscribed or if, for other reasons, only a smaller space or a space in a different location is allocated for the JCS.
- 2.3 Admission**
- 2.3.1 In addition to the general conditions of admission set forth in **Article 1.5, Part III, Section 1**, the CP shall be admitted only
- 2.3.1.1 subject to the available exhibition space, and
- 2.3.1.2 provided that its exhibits are consistent with the overall framework and design of the JCS.
- 2.3.2 As stipulated in **Article 1.5 Part III, Section 1**, the registration is legally binding after admission by NRW.GLOBAL BUSINESS and the obligation to pay the participation fee has arisen. This also applies if, for example, import requests of the CP are not or not fully complied with by the offices responsible for this, exhibition goods do not arrive in time (e.g. due to loss, transport or customs delay) or do not arrive at all for the
- trade fair or exhibition and/or entry visas for the CP or its agents are not available in time.
- 2.3.3 Unless otherwise agreed, the CP shall be given the opportunity (e.g. by means of an upload link and access data or by other means) approximately four (4) weeks before a trade fair or exhibition to insert content (such as product/service portfolio, company description, company profile, web address, keywords) and the company logo for the purpose of creating an entry in the list of exhibitors.
- 2.4 JCS**
- 2.4.1 The CP shall receive a plan showing the location and dimensions of the JCS after approval and authorization of the layout. The parties agree that the plan size of the JCS may deviate from the actual size.
- 2.4.2 NRW.GLOBAL BUSINESS may, in justified exceptional cases, assign the CP a space other than the intended one, in particular if
- 2.4.2.1 this is necessary to maintain the overall picture if the JCS offered by NRW.GLOBAL BUSINESS is not fully rented and
- 2.4.2.2 the CP is provided with a space that is essentially equivalent in terms of location and size.
- 2.4.3 Should NRW.GLOBAL BUSINESS be forced by circumstances beyond its control, such as an official order or an instruction from the trade fair or exhibition management, to relocate or change individual stands or entrances, corridors and exits after sending the layout, no claims can be made as a result – subject to the liability regulations in **Article 5 Part I** and **Article 1.9 Part III, Section 1**.
- 2.4.4 Spaces will be allocated to the CP or its representative as agreed with NRW.GLOBAL BUSINESS before the start of the event. Spaces that are not taken over by the CP or its representative as agreed can be disposed of otherwise without the CP being able to make claims beyond the rights contained in **Article 1.10 Part III, Section 1**.
- 2.4.5 The equipment and individual design of the space, insofar as they exceed the contractual services, are the responsibility of each CP. However, the building regulations and the building guidelines applicable at the venue are decisive for the type of design. The CP is obliged to coordinate its design measures in advance with NRW.GLOBAL BUSINESS. A design that does not comply with the building regulations applicable at the venue or the building guidelines of NRW.GLOBAL BUSINESS can be removed or changed by NRW.GLOBAL BUSINESS at the expense of the CP.
- 2.4.6 The CP has an obligation to operate its space during opening hours for the entire duration of the fair or exhibition, including the last day.
- 2.4.7 The CP is obliged to provide competent supervision of its space for the entire duration of the event.
- 2.5 Exhibits**
- 2.5.1 General**
- 2.5.1.1 Only goods manufactured in the Federal Republic of Germany or by German branches or under German license abroad may be exhibited. Foreign products which are necessary as a supplement to German products and are in an appropriate size and value relationship to them may be admitted after consultation with NRW.GLOBAL BUSINESS. All exhibits must be listed individually and with their exact designation in the application. Exhibits that are flammable, have a strong odor or whose presentation is associated with noise may only be exhibited with the prior approval of NRW.GLOBAL BUSINESS.

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- 2.5.1.2 Goods subject to the War Weapons Control Act, as well as their models or other representations, may not be exhibited. When exhibiting the civilian version of goods subject to export licensing under the Foreign Trade and Payments Act or the Foreign Trade and Payments Ordinance, as well as their models or other representations, they must not bear any reference to military usability. In justified exceptional cases, the Federal Ministry for Economic Affairs and Climate Action may grant an exception to the exhibition ban. Corresponding applications must be submitted to the BMWi via NRW.GLOBAL BUSINESS, providing a precise description of the intended exhibits.
- 2.5.1.3 Direct sales (retail sales) to trade fair visitors are not permitted.
- 2.5.1.4 If goods not permitted under the Contract are exhibited, NRW.GLOBAL BUSINESS may demand the immediate removal of these goods at the expense of the CP. If a CP does not comply with the written request for removal of the goods, a contractual penalty in the amount of € 5,000.00 shall become due. Any further claims for damages shall remain unaffected, as shall any further claims, in particular claims for injunctive relief. Any contractual penalty paid shall be offset against any claims for damages. The contractual penalty represents the minimum damage.
- 2.5.1.5 The CP is responsible for the prosecution of possible infringements of its own industrial property rights (including trademark, design and patent rights). Subject to the liability regulations in **Article 5 Part I** as well as **Article 1.9 Part III, Section 1**, NRW.GLOBAL BUSINESS is not liable for damages of the CP caused by infringement of such industrial property rights. This also applies if these infringements are caused by other contractual partners of NRW.GLOBAL BUSINESS. In case of questions of preservation of evidence NRW.GLOBAL BUSINESS will assist within the scope of the possibilities given and reasonable on site, in particular by contacting the exhibition management, inspection or technical image recording (photos if necessary) of the exhibit in question.
- 2.5.2 **Transport**
- 2.5.2.1 Unless expressly regulated in the SCPs, the transport of the exhibition goods (including event and information materials, samples, specimens, models and the like) to the space allocated to the CP and back, the storage of empties, the use of lifting and conveying equipment, the deployment of personnel for packing and unpacking, the setting up of the exhibits and their dismantling, repackaging and other related activities shall be the exclusive responsibility of the CP. NRW.GLOBAL BUSINESS is not obliged to provide services in relation to the aforementioned activities.
- 2.5.2.2 For forwarding within the JCS, NRW.GLOBAL BUSINESS may also bindingly stipulate an on-site forwarder after an appropriate agreement has been made.
- 2.5.2.3 Even if NRW.GLOBAL BUSINESS organizes the transport of exhibits, it is the responsibility of the CP to ensure that the items comply with the import regulations of the country hosting the event.
- 2.5.2.4 Losses or delays in the transport of event and information materials, samples of goods, models or similar, or the refusal of importation by the country hosting the event shall not entitle the CP to terminate and/or withdraw. Subject to the liability provisions in **Article 5 Part I GTCs** as well as **Article 1.9 Part III, Section 1**, all further claims due to such losses or delays are also excluded.
- 2.5.3 **Customs**
In the event that a re-export guarantee declaration is issued by an official representation of the Federal Republic of Germany abroad for the import of exhibition goods instead of a required security deposit for imported exhibition goods of the CP, the CP shall be directly liable to the country if exhibition goods are not exported or not exported in time and/or not exported in full after the end of the event.
- 2.5.4 **Insurance**
The CP is obliged to insure the exhibits against all risks of transport and during the trade fair or exhibition, in particular against damage, theft, etc.
- 2.6 **Sub-exhibitors**
- 2.6.1 As a matter of principle, the spaces will only be made available in their entirety and only to the CP. The latter is only entitled to admit sub-exhibitors, to be named by it in advance, to its space with the prior written consent of NRW.GLOBAL BUSINESS. Consent will only be granted if the sub-exhibitor has acknowledged in writing the conditions of this Contract and fulfills the requirements for admission. The sub-exhibitor is subject to the same regulations as the CP.
- 2.6.2 The CP shall be liable for any culpability of the sub-exhibitor and its vicarious agents as for its own culpability and for the culpability of its vicarious agents. The same shall apply to vicarious agents. The CP and the sub-exhibitor shall be liable as joint and several debtors.