

FRUIT LOGISTICA Exhibition Guide 2022

General Terms and Conditions of Business – Fruitnet Media International GmbH



NOTE: The following is a translation of the original "Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH". This translation is provided for information purposes only and is itself not legally binding. Only the original German-language "Allgemeine Geschäftsbedingungen" is legally binding.

1. Orders are subject to the "FRUIT LOGISTICA Exhibition Guide – Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH" (hereinafter referred to as "the Publisher"). Application of the customer's own general conditions of business is specifically precluded.

2. An order as defined by these conditions of business is a contract concerning the production and/or publication of one or more advertisements, paid catalogue entries or paid company logos (hereinafter referred to jointly and separately as "advertising" or "advertisement(s)") of only one advertiser in the official printed exhibition guide. This also applies to hyperlinks providing access to other advertising content belonging to the advertiser, which does not form part of the official printed exhibition guide.

The printed exhibition guide is published by Messe Berlin GmbH. The acceptance of advertising is subject to the acceptance of the customer as an exhibitor by Messe Berlin GmbH.

3. The contract is established only by confirmation of the order in writing or by email by the Publisher, or by publication of the advertising. Verbal or telephone confirmations are not legally binding. An order for additional services that are not part of the original contract must be accepted and confirmed by the Publisher in writing before they are deemed to be part of the contract.

4. Orders are legally binding. If the Publisher does not refuse the order within four weeks of receiving it, the order shall be deemed to have been accepted.

5. If an order for advertising is received after the final deadline notified by the Publisher, the Publisher reserves the right to include it in the official exhibition guide or in an addendum to the exhibition guide if appropriate. Any obligation to pay shall continue to apply.

6. In case of doubt, orders shall be processed within 12 months of the order being accepted. If a general order grants the right to several insertions, the order must be processed within 12 months of the appearance of the first advertisement.

7. The Publisher shall make every effort to execute the order with care. The Publisher guarantees the best possible reproduction of the advertising in accordance with the accepted technical standard at the time. The Publisher shall make every effort to carry out the order by the planned date, but cannot be made liable if the advertising does not appear on the agreed date. Neither the Publisher nor its employees, agents or other assistants or representatives guarantee that certain results can be achieved through the advertising.

8. The prices that apply are those listed in the latest price list or in the latest official advertising rates and entry forms. The scope and cost of the advertising are found in the relevant price list or official advertising rates. Advertising rates and price lists for advertising do not constitute offers within the meaning of the German Civil Code (Bürgerliches Gesetzbuch). Any offers made by the Publisher are subject to alteration.

The prices, surcharges and discounts listed in the advertising rates and price lists are applied uniformly to all customers in accordance with standard guidelines. Prices are subject to any applicable statutory VAT. The advertising rates and price lists are subject to alteration. Orders confirmed by the Publisher shall be subject to price changes only if the changes are announced by the Publisher at least three months before the advertising is published. In the event of a price increase, the customer has the right to cancel the order. The right to cancellation must be exercised within five working days following receipt of the announcement of the price increase.

9. Advertising agencies and other advertising intermediaries must abide by the Publisher's price lists and advertising rates in their offers and contracts and in settling accounts with advertisers. The agency commission granted by the Publisher must not be passed on to customers either in full or in part. Orders from advertising agencies shall be accepted only for specifically named advertisers whose company address is known to the Publisher. Advertising intermediaries shall receive a commission from the Publisher only if they place the order directly, settle invoices, and supply printing material directly to the Publisher.

10. The Publisher is entitled to assign services connected with the production and publication of advertising to third parties. This does not create any legal relationship between the service provider and the customer.

11. Collective advertising, i.e. joint advertising by several advertisers, is expressly precluded. Special authorisations require individual arrangement and written confirmation from the Publisher.

12. There shall be no obligation on the part of the Publisher to examine and check the advertising before accepting the order. For this reason, the Publisher reserves the right, even in the case of legally binding accepted orders, to reject the advertising on grounds of content, origin or technical form in accordance with standard, objectively justifiable principles – even in the case of separate individual insertions within a general order. This also applies to advertising that is accepted by the Publisher's representatives or other intermediaries. The Publisher is entitled to cancel the order without compensation if it is established that the content and/or form of the order contravenes basic principles, e.g. in the case of immoral content and/or violation of religious or political neutrality. This also applies to the hyperlinks that provide access to other advertising content belonging to the advertiser which does not form part of the advertising. The customer shall be informed of the rejection of an order immediately.

13. In the event of an order being rejected, the customer shall be entitled to reimbursement of any payments already made to the Publisher. The assertion of any other claims is expressly precluded. If the advertising is published despite initial rejection, the customer's original payment obligation shall continue to apply.

14. By reimbursing payments received, the Publisher shall not be bound by the order if, for any reason, the advertising fails to appear. In the event of force majeure, all performance and compensation obligations shall be nullified.

15. The customer is liable for the content of the advertising, for all information contained in it and for any legal consequences arising from it. It is the customer's exclusive responsibility to clarify issues relating to competition laws, trademark laws, copyright, press laws, rights to the use of names and other issues before placing the order. By placing the order, the customer confirms that he has obtained all the necessary rights of use from the holders of copyright, trademark rights, ancillary copyright, rights of personality and other rights to the data files and materials supplied by him (for example texts, photos, graphics, audio and video recordings, etc.). The customer indemnifies the Publisher against any claims from third parties asserted against the Publisher because of an infringement of the rights of third parties or conduct in violation of legal or contractual obligations on the part of the customer in connection with fulfilment of the order, even if it is cancelled. In the event of claims by third parties, the customer shall be solely liable. The Publisher is not obliged to check advertising to see whether it infringes the rights of third parties.

16. The customer may place advertising only to promote his own products, services or offers without mentioning other companies.

17. Competition exclusions cannot be granted.

18. The customer is responsible for and bears the cost of supplying advertising content and/or print-ready production materials on time. The customer assumes the risk of transmitting the material intended for publication, in particular the risk of data loss. If the customer fails to deliver the necessary production materials for an advertisement on time, the Publisher is entitled to cancel the order and charge the customer for reimbursement of expenses amounting to 20% of the order value, unless the customer provides evidence of lower costs.

19. The reproduction quality is determined by the quality of the printing materials. In the case of print advertisements in the official printed exhibition guide, the customer is obliged to provide a colour-accurate digital proof to FOGRA 28L with colour scale and technical control data. In the case of printing materials that are supplied in digital form, the Publisher can accept no liability with regard to the final published appearance of layout, text content, format or colour since these are not in his control.

The cost of producing proofs that have not been supplied and of any necessary extra work arising because of incomplete or inadequate

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printing materials will be invoiced separately at the usual rates or according to cost after consultation with the customer.

In the case of delivery of finished artwork, photos, etc. the production of final printing materials will be charged at the usual rates. Any changes subsequently requested by the customer will be charged to the customer. The Publisher accepts no liability for the accuracy of the reproduction in the case of orders or alterations requested verbally or by telephone.

In the case of paid entries, the customer accepts any necessary shortening of text content at the Publisher's absolute discretion and without consultation with the customer if the text exceeds the prescribed length.

If any deficiencies in the delivered printing materials are not immediately obvious, and are noticed only after printing or when the advertising is uploaded to the internet, the customer shall have no claim regarding inadequate publication quality.

20. If the printing material is larger than the confirmed advertisement format, the customer will be charged for the next larger size. If no particular size instructions are given, the next largest format closest to the actual size of the advertisement will be used to calculate the price.

21. Advertisements that are not immediately recognisable as advertisements because of their design will be clearly marked as such by the Publisher. This clause does not apply to paid entries or paid company logos.

22. Correction proofs of paid entries or paid company logos will not be provided to the customer. Correction proofs of advertisements in the official printed exhibition guide will only be supplied for approval by the customer if specifically requested. If the customer fails to return by the agreed deadline proofs that were delivered to him on time, printing approval shall be deemed to have been given. The customer is responsible for ensuring that corrections are legible. Costs for changes to originally approved materials or for subsequent changes requested by the customer will be charged to the customer. In the case of orders or alterations requested verbally or by telephone, the Publisher accepts no liability for the accuracy of the reproduction.

23. Colours are subject to standard industry technical deviations from the supplied printing materials and proofs. These do not justify any reduction in price.

24. Except in the case of paid entries or paid company logos, the Publisher does not guarantee to place advertisements in particular positions within the exhibition guide, unless the customer has made this a specific condition of the order. Otherwise customers' positioning requests are subject to space availability. The Publisher reserves the right to change accepted positioning requests in the course of page layout if this becomes necessary. This does not affect the validity of the order.

25. Unless a later right to cancellation has been specifically agreed, the latest cancellation deadline for print media is the advertising copy deadline. Cancellation requests must in all cases be addressed to the Publisher in writing. Cancellation shall be effective only if the Publisher expressly agrees in writing.

26. Complaints of any kind must be made in writing within 30 days of the publication of the advertising, otherwise any claim is nullified. If the ordered advertising is not published, either wholly or in part, or the content is altered, as a result of a mistake by the Publisher or by a third party commissioned by the Publisher, the customer shall be entitled only to a payment reduction or, if applicable, a replacement advertisement, paid entry or paid company logo but only to the extent that the purpose of the advertising was negatively affected and not in excess of the actual cost of the faulty advertising. Further claims, e.g. for a reprint of, insertion in, or holding-back of the publication, the sending of correction addenda, payment of compensation etc., are expressly precluded. Further liability on the part of the Publisher is expressly precluded even in the case of erroneous non-publication. Minor deficiencies in the fulfilment of the order shall not entitle the customer to a partial or full reduction of the price. If there are deficiencies in connection with the advertising, the customer is not entitled to refuse to pay the Publisher for other orders for which payment is required. Set-offs against other payments are admissible only if the customer's set-off claim is uncontested or legally established.

27. On receipt of complaints, the Publisher shall ensure that the deficiencies mentioned are rectified immediately, insofar as this is still possible. Any claims by the customer for damages are precluded, unless intent or gross negligence is established on the part of the Publisher.

28. The Publisher accepts no liability for technical faults (e.g. on the part of an internet server or email server), insofar as they do not fall within the area of responsibility of the Publisher. The Publisher accepts no liability

for the internet service being continuously available and/or free of errors. Liability for other services guaranteed in writing by the Publisher remains unaffected and is limited to the amount to be paid by the customer.

29. In the event of interruptions to business or cases of force majeure, labour disputes, impounding, traffic disruptions, general raw material or energy shortages and the like – either in the Publisher's operations or in third-party operations used by the Publisher to fulfil its obligation – advertising may remain unpublished or be postponed without prior notification of the customer. Any obligation on the part of the Publisher to carry out orders and pay compensation shall be nullified. In particular, no compensation will be paid for advertising that is not published or is not published on time.

30. If the nature and scope of an advertisement order justify it, up to two tear sheets or complete voucher copies will be supplied. If copies cannot be obtained, they will be replaced by a legally binding certificate of publication from the Publisher. Voucher copies or tear sheets of paid entries or paid company logos will not be supplied.

31. Data storage devices and other printing material supplied by the customer will be returned to the customer only if specifically requested and at the customer's cost. The associated risk shall be borne by the customer. The materials will be returned in the normal post-production state. The Publisher's obligation to store the materials shall expire three months after completion of the order.

32. Advertisers who advertise in other media owned by the Publisher including Fruchthandel Magazin and the Fruchthandel Branchen-Guide may be granted a discount for advertisements in the printed exhibition guide. The relevant discounts to be applied to the total price and the conditions for granting the discount can be found in the current media information for Fruchthandel Magazine on www.fruchthandel.de. Discounts do not apply to paid entries or paid company logos.

33. To be entitled to a joint group discount, companies must be at least 50% owned by another member of the group. The customer must provide proof of such an affiliation.

34. Where the customer does not pay in advance, invoices for advertising are issued prior to publication of the printed exhibition guide. The invoice is to be paid in full on receipt. In the event of late or deferred payment, interest will be charged at five per cent p.a. above the current base rate in accordance with §247 Section 1 of the German Civil Code (BGB). Collection costs will also be charged. In the event of late payment, the Publisher may defer fulfilment of any remaining part of the current order until payment is made and may request advance payments for any remaining orders or parts of orders. In the case of bankruptcy and legal settlements in bankruptcy, any discounts shall be cancelled. If there is justifiable doubt about the solvency of the customer, the Publisher is entitled to make the publication of further advertising conditional on advance payment of the amount and settlement of any outstanding invoice amounts, even during the term of an order and regardless of any previously agreed payment deadline. The Publisher may also cancel the order without additional compensation in the event of justifiable doubt about the creditworthiness of the customer.

35. The customer expressly declares that he has read the original "Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH" and indicates his acceptance of them by placing his signature under the order or by sending an order by post, fax or email.

If, for any reason, the customer has not confirmed the order in writing, the acceptance by the customer of the Publisher's written order confirmation shall be deemed to signify acceptance of the "Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH" on the part of the customer, unless the order is immediately cancelled by the customer on receipt of the order confirmation.

36. Changes or additions to the contract or to the "Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH", including additional agreements and amendments to this clause, must be made in writing. If one of the clauses in the contract or in the "Allgemeine Geschäftsbedingungen – Fruitnet Media International GmbH" is or becomes invalid, this shall not affect the validity of the remaining clauses. The invalid clause shall be reinterpreted to produce a valid clause that is as close as possible to the commercial objective of the invalid clause.

37. The place of fulfilment and jurisdiction for both parties is Düsseldorf. Orders are governed exclusively by German law.

As at 11.11.2022