

General Terms and Conditions

A. General Terms

1. Scope

1.1. The MediaScreen Bildkommunikation Ltd. (hereinafter: "MediaScreen") is a service provider for technical media applications and a developer of media technology presentation systems

1.2. All deliveries, services and offers provided by MediaScreen are subject to the following conditions, unless otherwise agreed in writing. Counter confirmations by the customer referring to his own terms and conditions will be rejected. MediaScreen's terms and conditions shall apply unconditionally for all services rendered to their customer regardless of potential differentiations from their customer's terms and conditions.

1.3. Under these terms and conditions a consumer is a natural person with whom a business relationship is started without attributing this person to a commercial or an independent business task. An enterprise is a sole proprietorship or any legal business entity with whom a business relationship is started. Both consumers and enterprises are referred to as customers.

2. Proposals/Order Confirmations

2.1. Proposals made by MediaScreen are non-binding unless clearly stated otherwise. Technical amendments as well as changes in shape, color and/or weight may occur as long as the essential criteria of the order are not affected and the changes are acceptable. Altered deliveries due to product changes by our suppliers are compliant with the contract if the customer does not object in writing within 8 working days of the stamped date on the notification of the alteration.

2.2. Unless otherwise agreed, the prices specified do not include delivery, packaging, freight, customs or any other expenses. All prices are subject to VAT. VAT will be stated separately in the invoice and will be based on the current legal rate. Unless otherwise agreed, prices are based on MediaScreen's list price on the day of delivery.

2.3. MediaScreen reserves the exclusive rights (e.g. intellectual property rights, copyright) to all distributed proposals, designs, tables, circuit diagrams, calculations and other production documentation. These documents may not be made available to third parties or used for invitations to bid or for own productions without prior consent in writing by MediaScreen.

2.4. In case of improvements and model alterations by their suppliers, Media Screen reserves the right to diverge from its original sales documents, proposals and order confirmations as long as these deviations are acceptable to the customer and the customer does not object promptly.

2.5. All orders and verbal agreements require a written confirmation by MediaScreen to be effective. Objections to order confirmations must be made in writing to MediaScreen immediately, no later than eight days after issue date, and before any services have been rendered. Later objections will not be taken into account unless otherwise clearly stated in writing.

3. Terms of Payment

3.1. Payments are to be made according to the terms of payment stated in the proposal or the order confirmation. The deduction of a discount requires a special written agreement.

3.2. Unless otherwise stated in the proposal or the order confirmation, all payments are to be made within 10 days of invoice date and without any deductions. Payment terms are met when MediaScreen has received the agreed amount within the payment period stated above and can access the money freely. After this period the customer is in default. MediaScreen is entitled to charge a € 5.00 fee to the customer for every written notice of default. During this time of default, the consumer will be charged an interest rate of 5% above the basic interest rate according to § 247 paragraph 1 BGB (Federal Laws). The enterprise will be charged an interest rate of 8% above the basic interest rate according to § 247 paragraph 1 BGB (Federal Laws) . MediaScreen reserves the right to prove and claim additional damages from the enterprise based on the default.

3.3. MediaScreen reserves the right to apply charges to payable accounts due to the customer unless the customer has clearly stated specific terms of payment.

3.4. The customer can only offset or withhold charges due to claims on their part if their counter claims have been determined legal or have been acknowledged by MediaScreen. The customer can practice its right to withhold charges only if the counter claim is based on the contract in question.

B. Special Terms and Conditions

I. Equipment Lease

1. Object of Agreement

Equipment must be listed individually in the packing slip under "equipment" to be object of the agreement

2. Lease Price

Lease price is subject to the lease prices valid in Media Screen's price list at time of contract.

3. Lease Period

3.1. The lease period is determined in days/weeks. Partial days will be charged as full days. The rental period begins when the equipment is made available as agreed upon in the warehouse or other MediaScreen location and ends at the end of the day on which the equipment is returned to MediaScreen. This is independent of whether the customer, MediaScreen, or a third provider handles the transport. If the return of equipment to MediaScreen is delayed past the agreed lease period, the customer owes the agreed lease price for the duration of the delay as compensation. The minimum lease period is one day.

3.2. In case of late return of the lease equipment the customer is required to compensate MediaScreen for all damages caused by the delay. These include claims by future lessees to MediaScreen if MediaScreen cannot provide the lease equipment to the next lessee due to the return delay. The customer is required to free MediaScreen immediately of any claims submitted by third parties.

4. Shipment and Transport Risk

4.1. Shipment of the equipment is to be paid for by the customer. The equipment will be shipped the most reasonable, cost effective way unless the customer has explicitly requested a certain form of shipment. Costs for any shipment insurance requested by the customer will be the responsibility of the customer. Once the rental equipment is with the freight carrier appointed by the customer, all risk for damage or loss of the equipment due to inadequate handling will be carried by the customer. Regardless of any claim limits with the freight carrier, the customer is required to replace the entire amount of damages to MediaScreen.

4.2. If upon request by the customer MediaScreen arranges for transport through a third party, all customer claims must be made exclusively to the third party. In this case MediaScreen assigns all rights and responsibilities towards the freight carrier to the customer, who will accept this assignment.

5. Utilization of Lease Equipment

5.1. The customer must utilize the lease equipment carefully and follow all maintenance, care and utilization recommendations provided by MediaScreen and study the operating manuals provided by the manufacturer. If the customer is an enterprise as defined in A.1.3, he is obligated to follow the above even if the operating manual or maintenance, care or utilization recommendations are not provided, unless he explicitly states in writing when placing the order that he is not familiar with handling the equipment.

5.2. The customer will only use the equipment exclusively at the rental location agreed upon with Media Screen. In case of a change in location, the customer is required to inform MediaScreen immediately upon request of the current location of the lease equipment.

6. Liability of the Provider

6.1. MediaScreen is required to provide lease equipment in good working order.

6.2. If a lease device is defective at the fault of MediaScreen and cannot provide the service to meet the full extent of terms of contract, MediaScreen reserves the right to repair or exchange the device. For the duration of limited or no use of the equipment, the lease price will be adjusted accordingly.

6.3. MediaScreen is liable for damages caused by the lease equipment to the customer as outlined in paragraph B.III, 4.

7. Liability of the Customer

7.1. The customer is liable for all damages to the lease equipment due to inappropriate use thereof by the customer, his employees or third parties contracted by the customer.

7.2. During the lease period, the customer is required to insure the equipment for its purchase value against damage, destruction or loss. The right for claims will be transferred to MediaScreen upon signing of the contract, regardless of the customer's liability to repair the damaged equipment at its own cost and risk.

7.3. If lease equipment is not returned or returned damaged through the fault of the customer, the customer is liable towards MediaScreen for all costs arising from this, e.g. cost for repair or replacement, as well as lease loss. If the customer does not return the lease equipment in its original state, MediaScreen reserves the right to have the equipment repaired or replaced to its original state at the customer's expense without prior notice.

8. Order Cancellation by the Customer

8.1. The customer has the right to cancel the lease agreement prior to receipt of the lease equipment. Cancellation must be made in writing to be effective.

8.2. Whenever the customer cancels an order, regardless of why, he will be charged a cancellation fee of 30% of the gross contract value. If the cancellation occurs less than one week before the start of the lease date, the customer is required to pay 50% of the gross lease value; less than 3 days before the start of the lease date, the customer is required to pay 75% of the gross lease value; and for cancellation less than 24 hours before the lease date, the customer is required to pay 100% of the gross lease value. The cancellation date is based upon receipt of the written cancellation by MediaScreen.

The amount listed above reflects the average opportunity cost to lease the equipment to another party. The customer is free to prove lower damages.

9. Customer Obligations during the Lease Period

9.1. Unless the customer has hired service personnel from MediaScreen, he is responsible for all maintenance work to be carried out in a professional manner throughout the lease period at his expense. Further, the customer is responsible for all repairs of any damage to the equipment caused by him.

9.2. The lease equipment may be assembled and operated exclusively by skilled personnel and only in line with the technical specifications. If the equipment is leased without the support of service personnel from MediaScreen, the customer is responsible for continued compliance with all applicable safety measures.

9.3. The customer must ensure the provision of an uninterrupted circuit while the equipment is in use. Thus, the customer is responsible for any damage caused by loss of power, circuit interruptions or high voltage.

9.4. The lease equipment must be held free of any liabilities, claims or liens by third parties. In case one of the above occurs nonetheless during the lease period, the customer is required to inform MediaScreen immediately in writing. The customer bears all costs necessary to reverse such actions by third parties.

10. Higher Power

The lease date is determined subject to timely deliverability. In case of unforeseen delays outside the power of MediaScreen or one of their suppliers, i.e. strike, lockouts, accident damage, malfunctions, natural disasters, shortage of raw materials, etc., MediaScreen is entitled to move the lease start date out as necessary or withdraw from the contract if moving the lease period is not possible, without granting the customer any rights for damages. MediaScreen is required to inform the customer immediately about the unavailability of the equipment, and in case of contract withdrawal, MediaScreen is required to refund any payments made by the customer to that point without delay.

11. Security Deposit

MediaScreen can request a security deposit from the customer up to the current value of the lease equipment. The deposit will be refunded to the customer upon return of the lease equipment provided the lease price has been paid in full, and the equipment has been returned completely in good condition or any charges for damaged equipment have been paid in full. MediaScreen is entitled to offset any outstanding claims against the customer with the security deposit.

12. Cancellation of Lease Agreements

12.1. A limited lease agreement can be cancelled by both parties only for significant reasons.

12.2. Significant reasons for MediaScreen include:

a) The economic conditions of the customer have notably deteriorated, e.g. judgments, seizures, or other foreclosure measures against the customer, assets claimed by judicial settlement proceedings, or declaration of bankruptcy, unless the customer can provide the sufficient security of settlement to MediaScreen.

b) The customer continues to use the lease equipment not in accordance with the contract after receiving a cease-and-desist letter with an appropriate timeframe.

c) In case a lease interest payment was agreed based on time periods, the customer is in default with the payment for two consecutive due dates or the complete amount of the interest payment amounting the interest payment for two time periods.

12.3. In case of an extraordinary cancellation, MediaScreen is entitled to recover the rental equipment at the customer's expense. The customer does not have the right to refuse pick up or withhold the equipment. In this case, the customer agrees to grant MediaScreen unhindered access to all rooms and areas where the lease equipment is located. If the lease equipment is in the possession of a third party, the customer transfers the above requirements to the third party, who will accept them.

II. Services

1. Description of Services

Services are based on individual contract terms. The contract must be confirmed by MediaScreen in order to be effective.

2. Liability of MediaScreen

Liability of MediaScreen is based on the regulations outlined in B.III.4.

3. Liability of the Customer

3.1. The customer alone is liable for any damages caused by customer variations to drawings, images, measurements, weights and other technical data provided by MediaScreen.

3.2. If event locations disregard legal regulations and constraints, especially safety and health regulations imposed by the trade association, the organizer and/or the customer are exclusively liable for any damages arising from this.

III. Equipment Sale

1. Delivery

1.1. Delivery times for equipment sold by MediaScreen are only binding if they have been confirmed in writing by MediaScreen.

1.2. In case unforeseen delays beyond the power of MediaScreen interfere with the smooth execution of the contract (e.g., delivery delays or non-delivery by suppliers, malfunctions, strikes, natural disasters, shortage of raw materials, etc.) MediaScreen can defer the delivery date or partially or completely withdraw from the contract without granting the customer any rights for damages. MediaScreen is required to inform the customer immediately about any unavailable equipment, and in case of contract withdrawal, MediaScreen is required to refund any payments made by the customer to that point without delay.

1.3. MediaScreen is entitled to carry out partial deliveries and submit partial invoices.

2. Delivery and risk transfer

2.1. Unless otherwise agreed in writing, delivery is from point of origin.

2.2. Delivery will be charged to the customer and – unless otherwise noted – sent to the customer's address as stated on the order form. Upon request, MediaScreen will insure the equipment at the cost and in the name of the customer against theft, destruction, transport damage, fire, and water damage as well as other feasible risks. MediaScreen will not assume any liability for the cheapest means of transport.

2.3. MediaScreen reserves the right to ship not only from the company location but also from other locations within Germany or distribution warehouses of foreign suppliers located outside Germany.

2.4. If the buyer is an enterprise, the risk of random loss at sea or damage of the sold goods is transferred to the buyer upon personal delivery or, if shipped, upon transfer of the goods to the forwarding agent, freight carrier or other person or agency responsible for the transport.

2.5. If the buyer is a consumer, the risk of random loss at sea or damage of the sold goods will be transferred to the buyer upon delivery regardless of the means of transportation.

2.6. Delivery will count as acceptance if the customer delays acceptance of the goods.

3. Warranty

3.1. If the customer is an enterprise, it is up to the discretion of MediaScreen whether to repair or replace the damaged equipment.

3.2. If the customer is a consumer, it is up to his discretion whether the damaged equipment should be repaired or replaced, however, MediaScreen has the right to decline the consumer's request if this involves a disproportionately high cost, and the other option is available without causing a significant disadvantage to the consumer.

3.3. Should the repair or replacement fail, the customer is entitled to demand a price reduction or withdraw from the contract. However, withdrawal from the contract is not possible in case of a minor lack of conformity, especially minor defaults.

3.4. Enterprises must inform MediaScreen immediately, no later than one week from receipt of the goods, of any obvious damage, otherwise the assertion of a claim is invalid. To keep within the time limit prescribed, the postmarked date is used. The enterprise bears the complete burden of proof for any claims for damage, the timeframe in which the damage was detected, and the time frame in which it was reported.

3.5. For the enterprise, the warranty period is one year from delivery. This only holds true if the enterprise has reported the warranty claim in a timely manner as outlined above. In case of a delivery recourse, the expiration remains unchanged according to §§ 478, 479 BGB (Federal Laws), i.e. five years from delivery of the damaged goods. For the consumer, the warranty period is two years from delivery. For used goods, the warranty period is one year from delivery.

3.6. If the customer receives inadequate assembly instructions, MediaScreen is merely obligated to provide proper assembly instructions, and only if correct assembly is not possible otherwise.

3.7. MediaScreen does not grant guarantees in the legal sense. Manufacturer guarantees are unaffected by this.

4. Liability

4.1. For a minor negligent breach of duty, MediaScreen's liability is limited to foreseeable, average damage based on the type of the equipment. This also applies to a minor breach of duty by legal representatives or other agents of MediaScreen. MediaScreen is not liable to enterprises for minor negligent breaches or insignificant contractual obligations.

4.2. The liability restrictions stated above do not affect the customer's claims based on product liability. Further, the restrictions do not apply to bodily or medical harm or in case of death.

5. Reservation of Proprietary Rights

5.1. In contracts with consumers MediaScreen reserves the property rights of all sales items until full payment of the purchase price has been made, including any outstanding late fees if applicable. In contracts with enterprises, MediaScreen reserves the property rights until all payments on currently open accounts have been made, including any outstanding late fees if applicable.

5.2. The customer is required to handle the equipment with care. If applicable, the customer is required to have maintenance work and inspections performed regularly at his expense.

5.3. The customer is entitled to resell the delivered equipment in the proper course of business as long as no non-sale agreement has been made with the purchaser. This right expires in case of non-payment. In order to secure the property rights as stated in 5.1., the customer immediately at the signing of the contract assigns all accounts receivable to MediaScreen, amounting to the final balance (including VAT) of the resale to the buyer or third party. If MediaScreen's delivered equipment is sold by the customer together with equipment not belonging to MediaScreen after processing or merging these, the assignment of accounts receivable to MediaScreen will only amount to the total

value of the equipment provided by MediaScreen. The customer is authorized to collect these debts after they have been assigned to MediaScreen unless MediaScreen has recalled the authorization. The authorization automatically expires if the customer is in default of payment. MediaScreen's right to collect assigned claims directly are untouched. However, MediaScreen will only practice this right if the customer is in default of payment or has declared bankruptcy. Upon MediaScreen's request the customer must name assigned claims, provide necessary information, hand over documents and certified copies, and inform the debtors of the assignment. In order to secure payment, MediaScreen can disclose assignments of claims at any time to secure its claims. MediaScreen is required to release its claims upon demand by the customer if these exceed the amount of the claims to be secured by more than 20%. It is in MediaScreen's discretion which claims should be released.

5.4. While under provisional or part ownership of MediaScreen or if claims have been assigned to MediaScreen, the equipment is not at the customer's free disposal. The customer is obligated to inform MediaScreen immediately of liens, claims of third parties, or other legal restrictions on the equipment partly or fully owned by MediaScreen, and make third parties aware of the ownership situation.

5.5. In order to secure claims as stated in 5.1., MediaScreen will have part-ownership of new equipment proportional to the ratio of the book value of the provisionally owned goods if MediaScreen's products are combined, processed or mixed with other equipment not in MediaScreen's possession. Altering and processing of provisionally owned goods is done with MediaScreen as the manufacturer according to § 950 BGB (Federal Laws) with no liability to MediaScreen. MediaScreen will receive part-ownership of the processed products as stated above.

The customer will store the respective equipment under part-ownership of MediaScreen at no cost.

5.6. In case of breach of contract by the customer, especially delay in payment or breach of duty according to 2 or 3 of this agreement, MediaScreen is entitled to withdraw from the contract and demand return of the equipment. In this case, MediaScreen is entitled to enter the customer's premises to practice its property rights.

5.7. Equipment delivered for testing and demonstration purposes will remain in the possession of MediaScreen. The customer requires a special agreement with MediaScreen to utilize the equipment for other than testing and demonstration purposes.

5.8. If the reservation of property rights according to the above is not valid in a foreign country, the customer is obligated to participate in all measures and take all necessary steps to provide MediaScreen with security equivalent to the reserved property rights as stated in paragraphs 1 to 6.

6. License and utilization agreements

6.1. When utilizing video or audio systems, the customer must comply with the terms of the individual license holders for audio and video material played. For computer systems, additional software may only be used for the individually specified equipment. Additional software may only be used according to specific terms of the license holders. In case of inappropriate use of sound or video material or additional software, the customer holds MediaScreen free of any claims by the license holders.

6.2. If MediaScreen delivers their own software with the equipment, the customer will be granted a non-exclusive software license, unless otherwise agreed in writing. Sub-licenses are not allowed without the written consent of MediaScreen.

6.3. For equipment orders that require certain construction or assembly features requested by the customer, the customer is responsible for ensuring that the construction or assembly will not affect any third party trademark rights. The customer holds MediaScreen free of any third party claims.

6.4. Unless explicitly agreed otherwise, all user rights for the media technology creations and alterations made by MediaScreen remain with MediaScreen unless they have been specifically transferred to the customer to fulfill the contract. MediaScreen is entitled to use the creations ordered by the customer for their own advertising.

7. Other Agreements

7.1. This contract is exclusively under the law of the Federal Republic of Germany, excluding the Vienna UN contract agreements for the international purchase of goods (CISG) as well as all other intergovernmental rules and regulations referring to the exchange of goods and services.

7.2. If the customer is an agent, enterprise, a legal person under the law, or a public agency, the court of jurisdiction for all disputes arising from this contract is the location of MediaScreen. The same holds true if the customer has no court of jurisdiction in Germany or his place of residence during the lawsuit is unknown. MediaScreen is also entitled to utilize a court in the location of the customer or one of its branches as court of jurisdiction at its discretion.

7.3. If individual regulations are or become invalid or if the contract has a gap, the validity of all other rules and regulations remains untouched. The parties are obligated to fill the contractual gap with regulations which technically and economically will best meet the purpose of the invalid or non-existing regulation. The parties will make the necessary changes, additions, or adjustments to the contract in good faith and under consideration of best mutual economic interests.

As of 2008