

**GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)  
OF SYMA-SYSTEM GmbH for System Technology and Exhibition Stand Construction**

**1. Scope of application, contract partners, conclusion of contract**

- a. All services provided by SYMA shall be governed by the terms of the SYMA offers and these GTC. All contracts with SYMA are concluded exclusively on the basis of the terms and conditions as stipulated herein.
- b. The application of any other general terms and conditions of business, in particular those of the contractual partners, is expressly excluded. Deviating terms and conditions must be expressly confirmed in writing by SYMA in order to be valid.
- c. The contractual partner assures to be an entrepreneur in the sense of the Austrian Business Code (ABC).
- d. SYMA's offers are only intended to initiate contracts and are non-binding and subject to change, unless declared legally binding in writing. SYMA's written confirmation of the contractual partner's order results in a contract.
- e. All agreements, orders, amendments, cancellations, and terminations must be in writing in order to be valid.
- f. Force majeure is the occurrence, or immediately impending or threatened occurrence, of an event or circumstance which prevents or significantly impedes performance by one contractual partner. Force majeure may only be legally invoked by a contractual partner in the following situations.
  - fa. The prevention or impediment cannot be remedied by the contractual partner employing reasonable means and was not foreseeable by the contractual partner at the time of concluding the contract.
  - fb. Events or circumstances which, if the additional requirements as stipulated in these GTC have been met, entitle a party to rescind the contract include, but are not limited to, the following:
    - fc. Acts of war in the country of performance of the contract, irrespective of whether the event giving rise to the war originates from outside the country or in the country itself; widespread civil commotion in the country of performance of the contract shall be deemed equivalent to acts of war. In any case, non-violent acts of preparation for a military conflict or riot are not included. Terrorist acts, if they do not directly affect the main contractual performance, are not to be understood as an event or circumstance in the sense of these GTC.
    - fd. Epidemics, natural disasters and fire disasters for which the contractual partner is not responsible.
    - fe. Release from performance as well as immunity from any claims for damages SYMA may have in direct connection with force majeure shall only be granted for that period of time during which the event or circumstance in question persists and only in connection with performance which is actually impossible or cannot be effected employing reasonable means. If an imminent or threatening event or circumstance then does not occur, this generally constitutes force majeure. The time or period of performance should be postponed if the need arises. Withdrawals from the contract due to temporary performance impossibilities are excluded, unless in connection with performance which, in principle, can be provided but has in the meantime lost any economic sense for the contractual partner. The burden of proof in this respect shall lie with the contractual partner. Unless expressly agreed otherwise in writing, contracts of contractual partners with third parties, or their fate, shall have no influence on SYMA and agreements made with SYMA's contractual partners.
    - ff. In any case, notification by the contractual partner must be given to SYMA as soon as the special situation can be recognized. Failure to give such notification means that the concrete event at issue does not constitute force majeure, even if the other requirements are met.
    - fg. In any case, SYMA is entitled to offer alternative solutions in case of an event that might be subject to force majeure, thus enabling the contractual partner to fulfill the contract under similar circumstances, even if performance is postponed. In such case SYMA will invest its best effort to reach an agreement with the contractual partner.

**2. Rental object, rental period**

- a. The object of a rental contract is exclusively the used exhibition construction materials listed in the contract. The packaging of the rental object remains the property of SYMA and is to be returned.
- b. The rental period as agreed in each case shall apply and no notice of termination must be given. The right to extraordinary termination remains unaffected.
- c. If the contractual partner continues to use the rental object after the end of the rental period, the rental relationship shall not be deemed extended (see also item 4.e.). The continuation or renewal of the rental relationship after its expiry must be expressly agreed in writing.

**3. Rental purpose, use, permits**

- a. The rental object is provided exclusively for the purpose of erecting mobile trade fair or exhibition structures. Any change of use is subject to SYMA's prior written consent. Moving the rental object to a place other than the agreed trade fair or exhibition location is not permitted.
- b. Unless otherwise agreed in writing, the use of the rental object is only permitted inside buildings. The contractual partner assumes liability for any damage resulting from any use of the rental object in violation of the contract.

- c. The contractual partner shall be solely responsible for obtaining any permits required for the construction of mobile trade fair or exhibition stands, in particular building or usage permits, and for meeting any necessary structural requirements.
- d. SYMA does not assume any guarantee that permits for the contractual partner's intended purpose of use of the rental object can be granted.
- e. The contractual partner is obliged to allow SYMA free access to the rental object at any time.

**4. Rent, withdrawal, additional costs, due date, deposit, late return, setting off, guarantees**

- a. The rent is due in advance (see sub-item I).
- b. SYMA is entitled to withdraw from the contract if the contractual partner, despite a reminder to that effect, has failed to fulfil its contractual obligations to us in due time despite reminder.
- c. Unless otherwise agreed, all prices are subject to the statutory value added tax as applicable from time to time.
- d. The agreed total rent is an all-inclusive price for the entire rental period. An early return does not release the contractual partner from its payment obligation. Likewise, the contractual partner shall be obliged to pay if the rental item is not accepted. An ordinary termination of the rental contract is excluded.
- e. If the rental object is not returned to SYMA in due time, the contractual partner agrees to pay SYMA compensation for use, for each day of delayed return, in the amount of the daily rental price calculated on the basis of the contract.
- f. Unless expressly agreed otherwise in writing, the contractual partner assumes all additional costs that may incur for the rental object and its use, in particular the costs of construction and dismantling, collection or delivery, acceptance by third parties, etc.
- g. The rental price in particular does not include the costs of renting space at the trade fair, connection costs, costs for approval procedures (e.g. certificate of static stability), and fees of all kind as charged by trade fair companies. These also include the costs of waste disposal, floor coverings and other residual waste, as well as all consumption costs such as electricity and water costs. Additional services must be agreed upon separately, expressly and in writing.
- h. The contractual partner shall only be entitled to offset counterclaims if these have been established with legal effect or are undisputed. The same applies to any reductions and rights of retention.
- i. Upon conclusion of contract, the contractual partner shall pay SYMA a deposit in the amount specified in the order. That amount is to be transferred into the SYMA account as cash security deposit and will be refunded after termination of the rental contract, if and as soon as the rental object has been returned properly, completely and without defects, and if no further claims of SYMA exist or are expected. The deposit serves in particular to secure the risk of loss and damage and to cover any claims for compensation for use.
- j. Upon request and at the expense of the contractual partner, SYMA agrees to provide a warranty guarantee for the absence of SYMA's performance resulting from the underlying contract by transfer of a fixed amount to the contractual partner upon the latter's written request, irrespective of the legal fate of the underlying transaction.
- k. If the contractual partner declares its withdrawal from the contract more than 14 days before the start of the rental period, it is obliged to pay 50%, from 14 days before the start of the rental period 75%, and from 6 days before the start of the rental period 100% of the consideration agreed with SYMA. Any further claims for damages remain expressly unaffected.
- l. When the order is placed, an advance payment of the size of 100% of the agreed consideration is due and payable, unless otherwise agreed in writing in a specific case. In the event of late payment, the Austrian Business Code [UGB], section 456, shall apply.

**5. Transfer of the rental object, delivery, risk, condition, insurance**

- a. The contractual partner agrees to collect, at its own expense, the rental object at SYMA's seat in 2120 Wolkersdorf, or at the place indicated by SYMA, or at the place expressly agreed upon.
- b. If the contractual partner wishes the rental object to be shipped, this shall be at the contractual partner's cost and risk. The risk of deterioration and accidental loss shall pass to the contractual partner or its representative upon collection of the rental object or, in case of shipment, upon handing over of the rental object to the carrier.
- c. The contractual partner takes over the rental object as it is upon conclusion of the contract, which it acknowledges as being in accordance with the contract, in particular free of material defects. The contractual partner agrees to expressly notify SYMA in writing of defects and incompleteness, if any, of the rental object upon collection or immediately upon receipt of the rental object.
- d. Since the rental object is a used item or a movable, normal signs of use do not give rise to the contractual partner's right to claim rectification, replacement or return. This also applies to color and surface deviations typical of the material.

- e. For the entire term of the contract, the contractual partner agrees to take out and maintain insurance for the rental object at its own expense before commencement of the rental period, covering the risks of fire, tap water, damage by natural forces, theft and vandalism, and to furnish proof of cover upon SYMA's request.

## 6. Contractual use, sublease

- a. The transfer of the rental object to third parties not belonging to the contractual partner's business requires SYMA's explicit prior written consent. The use by the exhibitor or its agents of the mobile fair or exhibition objects erected using the rental object shall not constitute a transfer to third parties.
- b. Modifications of the rental object of any kind (optical change, technical change, etc.) are subject to SYMA's explicit prior written approval and must be removed or reversed upon termination of the rental contract, unless SYMA issues a waiver.

## 7. Care, maintenance/servicing and repair, damage

- a. The contractual partner shall comply with all statutory provisions and official instructions with regard to the rental object and fulfil these at its own expense. The contractual partner further agrees to comply with the manufacturer's instructions and to service the rental object, or have it serviced, in due time in a professional manner and at his own expense.
- b. The contractual partner agrees to treat the rental object, including accessories, etc., with the necessary care and attention, to maintain it in good and serviceable condition and to protect it against theft. The rental object must not be pasted over, nailed, painted or otherwise damaged or impaired.
- c. The contractual partner shall be liable to SYMA for any damage culpably caused by it, in particular for damage resulting from an improper handling of the rental object as well as for theft or loss of the rental object. The contractual partner assumes the same liability for damage caused by its staff, visitors, suppliers, or any other persons present in the contractual partner's rented premises with or without its consent (see also item 8.). The contractual partner agrees to notify SYMA of any damage or loss immediately upon discovery and assumes liability for damage resulting from late notification.

## 8. Safety obligation, contractual partner's liability

- a. The contractual partner assumes the obligation to ensure safety of the rental object and agrees to defend and hold SYMA harmless with regard to claims resulting from a violation of the obligation to maintain safety.
- b. If the contractual partner culpably violates an obligation it is bound to observed, it shall be liable for any damage arising therefrom. In the event of damage, the contractual partner shall be obliged to take all measures necessary to minimize the damage and to preserve evidence.

## 9. SYMA's liability

- a. SYMA shall only be liable for damages due to initial defects of the rental object if SYMA is at fault for the defect.
- b. Claims for damages by the contractual partner, irrespective of their nature, including those arising from pre-contractual advice and tort, shall be limited to cases of intentional or grossly negligent breach of duty by SYMA or SYMA's agents. SYMA assumes liability for slight negligence – including by SYMA's agents and by third parties whose services SYMA make use of for the fulfillment of contractual obligations – only if a main contractual obligation has been violated. In such cases our liability shall be limited to the typically arising, foreseeable, avoidable and direct damage. The main contractual obligation is any obligation the fulfillment of which is essential for the proper execution of the contract and on the compliance with which the contractual partner may regularly rely.
- c. The above exclusions and limitations of liability shall not apply in case of injury to body, life and health resulting from intentional or negligent breach of duty by SYMA or a corresponding breach of duty by a legal representative or agent. Other limitations of liability of SYMA shall remain unaffected. The aforementioned limitations of liability shall also apply in favor of our (other) staff members.

## 10. Return of the rental object

- a. Upon termination of the rental relationship, the contractual partner shall return the rental object, together with accessories, documents, etc. to SYMA in an orderly, operable condition at SYMA's seat in 2120 Wolkersdorf or at the agreed place of collection. If the contractual partner ships the rental object, this shall be at its own risk.
- b. The contractual partner shall return the rental object properly, in the packaging provided by SYMA, sorted as received, and inform SYMA in due time explicitly and in writing about the time of return.

## 11. Labelling / copyright protection

- a. Drafts, sketches, illustrations, drawings, designs and know-how constitute SYMA's intellectual property and are part of a protected construction system.

- b. Such design documents may be requested back by SYMA at any time. Subject to the contractual partner's express written revocation SYMA is entitled to refer to the existing or former business relationship with the contractual partner in its own advertising media, in particular on its website, on design documents with name and company logo.

## 12. Severability, choice of law, data protection

- a. Changes to this contract must be made in writing in order to be valid. This also applies to this written form requirement. The parties to the contract have not made any oral collateral agreements.
- b. Should provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions of the contract shall not be affected thereby.
- c. The same applies if the contract turns out to show a regulation gap. The parties agree to replace the invalid or unenforceable provision(s), or to fill the gap, by (an) appropriate provision(s) which, as far as legally possible, come(s) as close as possible to parties' intention, or what they would have intended in light of the contract's meaning and purpose of the contract, had they considered that issue when concluding this contract or when subsequently adding a provision.
- d. SYMA is entitled to process and store data about the contractual partner on, or received in connection with, the business relationship, irrespective of whether the data originate from the contractual partner or from third parties, in accordance with data protection law and our data protection regulations (<https://www.syma.com/at-de/company/be-informed/datenschutz-grundverordnung>).
- e. All legal relations between SYMA and the contractual partner shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and private international law, even if the contractual partner has its registered office or seat abroad. Place of jurisdiction shall be Vienna. However, SYMA may also sue the contractual partner before the court having jurisdiction for the latter's seat.

# RENTAL PRICE LIST

## ISAPS WORLD CONGRESS

September 11-13, 2021

Vienna



to be submitted to SYMA  
(office@syma.at)

**DEADLINE: 13.08.2021**

ORDERS 14.08 – 10.09 2021 ON REQUEST / +30% LAST MINUTE SURCHARGE

Company name

Contact partner

Address (Street / Country)

UID-Number

Event

Standnumber

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View	Item	Unit	Quantity	Rental charge
	<b>MA05-K Carpet „Quality“</b> 2,0 m wide, incl. Film for protection and orderly disposal	sqm		€ 15,10

 Nr. 22 black	 Nr. 40 grey	 Nr. 35 lemon	 Nr. 38 midnight	 Nr. 25 red
 Nr. 98 pink	 Nr. 23 light green	 Nr. 46 moss	 Nr. 31 nut	 Nr. 49 gold

View	Item	Unit	Quantity	Rental charge
	<b>MA06-K Teppich „Premium“</b> 4,0 m wide, incl. Film for protection Caution! Time of delivery 14 days	sqm		€ 29,10

 Nr. 38122 black	 Nr. 38121 smoke	 Nr. 38123 chrome	 Nr. 38124 snow	 Nr. 38111 marine
 Nr. 38112 tropic	 Nr. 38115 red	 Nr. 38117 orange	 Nr. 38116 lemon	 Nr. 38113 forest

The customer gives hereby the order to the contractor and accepts the terms and conditions of SYMA SYSTEM GmbH

Place, Date

Signature

**SYMA-SYSTEM GmbH**

Industriestrasse 3, 2120  
Wolkersdorf, Austria  
T +43 2245 2497 0  
F +43 2245 2497 85  
[office@syma.at](mailto:office@syma.at)

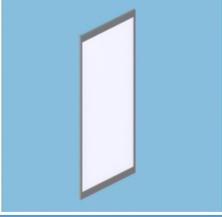
30% Last Minute Surcharge for  
all orders placed after the  
deadline.

Please consider our general  
terms of payment and delivery.

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View	Item	Unit	Quantity	Rental charge
	<b>MA 08 Substructure</b> flake board 19 mm Incl. orderly disposal	sqm	<input type="text"/>	€ 8,40
	<b>MA 11 Laminate 8mm</b> Incl. orderly disposal	<input type="checkbox"/> Beech <input type="checkbox"/> Maple <input type="checkbox"/> Nut sqm	<input type="text"/>	€ 25,40
	<b>MA 12 Aluminium bracket</b> For flake board 19 mm & floor cover	lfm	<input type="text"/>	€ 5,90
	<b>MB 01A Wall element</b> Panel white/ white H 2500 mm	lfm	<input type="text"/>	€ 37,90
	<b>MB 01D Multiplier for oversized booth height</b>	lfm	<input type="text"/>	H 3,0 m → € 37,90 x 1,3 H 3,5 m → € 37,90 x 1,8 H 4,0 m → € 37,90 x 2,0 H 5,0 m → € 37,90 x 2,5 H 6,0 m → € 37,90 x 3,0

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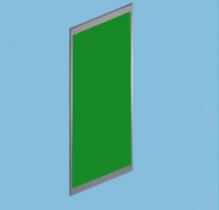
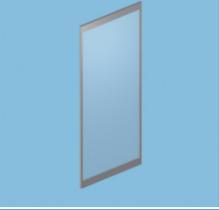
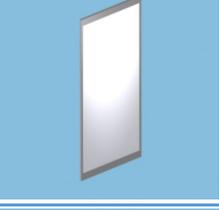
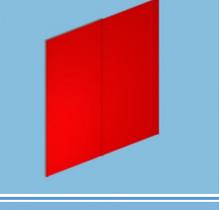
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View	Item	Unit	Quantity	Rental charge
	<b>MB 02</b> <b>Wall element</b> one side filling coloured foil, H2500mm	lfm		€ 80,90
	<b>MB 06A</b> <b>Acrylic glass element</b> Clear, H 2500mm	pc.		€ 165,80
	<b>MB 09</b> <b>Wall element for exhibit objects</b> Thickness 16 mm, white/ white H 2500 mm	lfm		€ 82,40
	<b>MB 14</b> <b>Wall element</b> Boarded 3 mm One side coloured, H 2500 mm Incl. headwall	lfm		€ 72,70 / € 102,40
	<b>MB 17A</b> <b>Rasterwall</b> H 2,5 - 3,0m	lfm		€ 50,30 / € 68,50

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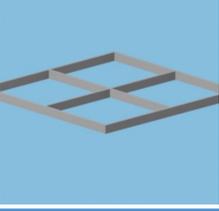
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View	Item	Unit	Quantity	Rental charge
	<b>MB 40A</b> <b>Door element lockable</b> Panel and fascia white 1000 x 1990 / H 2500 mm <input type="radio"/> white <input type="radio"/> coloured laminated <input type="radio"/> boarded	pc.		€ 145,10 / € 191,10 / € 267,50
	<b>MB 50A</b> <b>Curtain grey</b> Fascia white 1000 x 1990 / H2500 mm <input type="radio"/> white <input type="radio"/> coloured laminated	pc.		€ 72,50 / € 79,90
	<b>MB 60</b> <b>Ceiling raster element</b> 1000 x 1000 mm	sqm		€ 21,10
	<b>MB 74</b> <b>Beam fascia</b> Panel height 240 mm/ total H 400 mm (without lettering)	lfm		€ 25,80
	<b>MB 98</b> <b>Aluminium support profile</b> H 2500mm	pc.		€ 10,90

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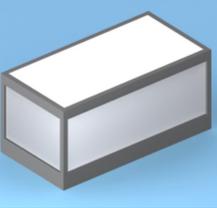
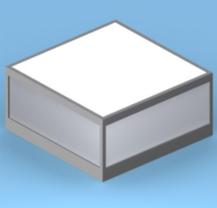
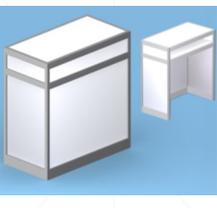
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	<b>MB 99</b> <b>Aluminium rectangular profile</b> 30 x 100 mm For raster and spots	lfm		€ 10,90
	<b>MB 170</b> <b>XWall Element</b> Headwall straight and smooth O excl. grafic (fabric, Forex) O incl. Grafic (fabric, Forex)	sqm		€ 44,60 / € 122,20
	<b>MC 10</b> <b>Podium</b> 1000 x 500 mm Top and sides white Höhe: O 500 O 750 O 950	pc.		€ 75,10
	<b>MC 12</b> <b>Podium</b> 1000 x 1000 mm Top and sides white Höhe: O 500 O 750 O 950	pc.		€ 84,60
	<b>MC 20A</b> <b>Info desk</b> 1000 x 500 mm, H1150 mm Panels white, backside open, one shelf Top and sides white	pc.		€ 104,90

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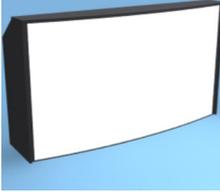
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	<b>MC 20B</b> <b>Info desk</b> 1000 x 500 mm, H 1150 mm One shelf, backside with lockable sliding door Top and sides white	pc.		€ 130,10
	<b>MC 26A</b> <b>Info desk</b> Front backlit 2100 x 500 mm, H 1100/950 mm Top and sideboards anthracite, 2x neon tube 30W	pc.		€ 356,20
	<b>MC 27A</b> <b>Bent info</b> size of acrylic glass: 1997x1144mm, opal 3mm 2070 x 560mm, H 1170/950mm 8x neon tube 36W top and sideboards anthracite backside open/ optional slide doors lockable	pc.		€ 636,90
	<b>MC 28B</b> <b>Barstool "Sit-up"</b> frame chrome, 620 x 520 x 990mm (WxDxH) height of seating 760mm resopal seat pearl white coloured	pc.		€ 61,80
	<b>MC 28W</b> <b>Barstool LEM</b> frame chrome, seat white adjustable	pc.		€ 77,90

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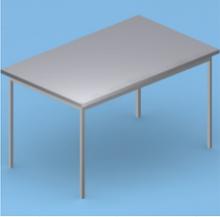
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View	Item	Unit	Quantity	Rental charge
	<b>MC 32</b> <b>Conference table Quadro</b> desk top MAX frame aluminium 780 x 780 mm, H 720 mm	pc.		€ 34,70
	<b>MC 33</b> <b>Conference table RECDRO</b> desk top MAX frame aluminium 1300 x 780 mm, H 720 mm	pc.		€ 50,00
	<b>MC 39HE</b> <b>High table (Stand-up)</b> desk top ø600mm, ivory white legs aluminium, foldaway, H 1100 mm	pc.		€ 91,70
	<b>MC 39HG</b> <b>High table</b> desk top ø 600 mm, glass legs aluminium H 1150 mm	pc.		€ 121,80
	<b>MC 39NE</b> <b>Coffee table (Sit-down)</b> desk top ø700 mm, ivory white legs aluminium, foldaway H 740 mm	pc.		€ 91,70

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**DEADLINE: 13.08.2021**

ORDERS 14.08 – 10.09 2021 ON REQUEST / +30% LAST MINUTE SURCHARGE

Company name

Event

Contact partner

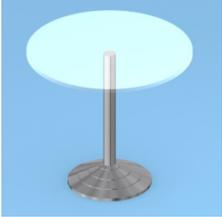
Standnumber

Address (Street / Country)

E-Mail

UID-Number

Phone

View	Item	Unit	Quantity	Rental charge
	<b>MC 39NG</b> <b>Coffee table</b> desk top ø600, glass opal H 720 mm	pc.		€ 121,80
	<b>MC 39CO</b> <b>Couch table oval</b> Desk top glass Frame chrom, H 400mm	pc.		€ 155,80
	<b>MC 40</b> <b>Conference chair with arm sets</b> shell dark brown nut, seat and back cushioned with black leather, 900x540x550mm (HxWxD) height of seating 460mm legs chrome coated	pc.		€ 72,90
	<b>MC 41A</b> <b>Conference chair</b> tissue black (cushioned) 770x520x540mm (HxWxD) height of seating 440mm, legs chrome coated	pc.		€ 26,80
	<b>MC 42S1</b> <b>Leather armchair 1-er</b> black, square shaped, 640x720x670mm (WxDxH), height of seating 360mm, front legs chrome	pc.		€ 91,10

The customer gives hereby the order to the contractor and accepts the terms and conditions of SYMA SYSTEM GmbH

Place, Date

Signature

**SYMA-SYSTEM GmbH**

Industriestrasse 3, 2120  
Wolkersdorf, Austria  
T +43 2245 2497 0  
F +43 2245 2497 85  
[office@syma.at](mailto:office@syma.at)

30% Last Minute Surcharge for  
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deadline.

Please consider our general  
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View	Item	Unit	Quantity	Rental charge
	<b>MC 42S2</b> <b>Leather Fauteuil 2-er</b> black, square shaped 1200x720x670mm (WxDxH) height of seating 360mm front legs chrome	pc.		€ 174,00
	<b>MC 50</b> <b>Table showcase</b> glass case H 200 mm lockable, ext. dimensions: 900x510 mm H 1015 mm	pc.		€ 145,80
	<b>MC 51</b> <b>Showcase with cabinet</b> lockable 1000 x 500 mm H 900 mm glass case H 200 mm cabinet can be locked separately	pc.		€ 166,20
	<b>MC 53</b> <b>Showcase with cabinet</b> incl. one shelf, glass case H 1000 mm, cabinet lockable 1000 x 500 mm, H2050 mm	pc.		€ 280,90
	<b>MC 55A</b> <b>Showcase</b> 500 x 500mm / H 2050mm carcass closed, incl. 2 shelves white	pc.		€ 246,70

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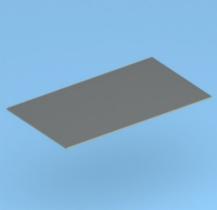
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View	Item	Unit	Quantity	Rental charge
	<b>MC 56</b> <b>Extra glass shelf</b> for Showcase MC53	pc.		€ 35,60
	<b>MC 60</b> <b>Refridgerator</b> 130 l, door fastened right 550 x 610 mm, H 850 mm 130 W (without installation)	pc.		€ 85,50
	<b>MC 61</b> <b>Kitchenette grey</b> (without installation) Sink and boiler Fridge 970x 620mm, H 970mm 2,0 kW	pc.		€ 303,20
	<b>MC 70</b> <b>Cabinet with sliding doors</b> lockable, one shelf, white 1000 x 500 mm/ H 950 mm	pc.		€ 86,20
	<b>MC 71</b> <b>Cupboard</b> white, 5 shelves 1000 x 500 mm/ H 2050 mm	pc.		€ 76,10

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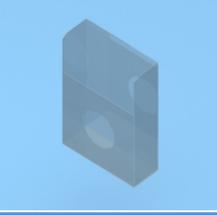
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View	Item	Unit	Quantity	Rental charge
	<b>MC 74 Clothes hook</b> 3 or 5 coat hook, 970 mm wide O 3 coat hook O 5 coat hook	pc.		€ 22,20
	<b>MC 80A Shelf board</b> Light grey 1000 x 300 mm, horizontal	pc.		€ 23,60
	<b>MC 80B Shelf board</b> Light grey 1000 x 300 mm, 45 degree	pc.		€ 23,60
	<b>MC 83E Brochure display stand</b> Clear acrylic glass, 3 boxes. A4 upright format W 220mm / H 1540mm	pc.		€ 59,30
	<b>MC 85A Brochure displays</b> Acrylic glass clear, A4 upright format	pc.		€ 17,90

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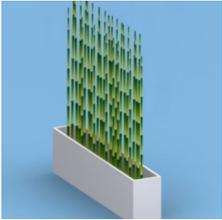
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View	Item	Unit	Quantity	Rental charge
	<b>MC 90</b> <b>Wastepaper basket</b>	pc.		€ 7,90
	<b>Plant bowl with bamboo sticks</b> <b>Bowl of decor span</b> W 270mm, H 400mm white	Stk.		€ 157,60
	<b>MD 40</b> <b>For SYMA-power rail</b> Power rail spot 84683 G 100 Watt Halogen // E27 socket Incl. Illuminant	pc.		€ 60,10
	<b>MD 23</b> <b>LED 18W arm spot SYMA, grey</b> Arm length 480mm, rotatable chrome box Incl. Illuminant 4000K	pc.		€ 54,30
	<b>MD 70R</b> <b>HQI spotlight</b> 150W, SPOT 60° round, Gehäuse silbergrau incl. Illuminant	pc.		€ 121,80

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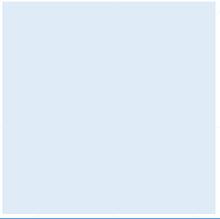
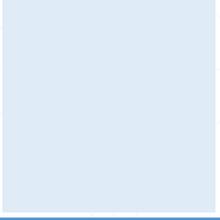
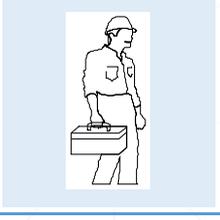
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View	Item	Unit	Quantity	Rental charge
	<b>MD 50 Triple Plug socket</b> incl. Mounting plate	pc.		€ 33,90
	<b>ME 01 Facia beam lettering</b> On white board, 20 letters, black  Text: _____	sqm		€ 34,70
	<b>ME 05 4C-print</b> as per data provided incl. lamination	pc.		€ 57,90
	<b>ME 06 4C-Druck on stretch fabric</b> Ltas per data provided Inc. Tailoring, excl. frame	sqm		€ 76,80
	<b>MZ 01 Assembly</b>	pc.		€ 59,30

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On demand, we would like to offer you **individually achievements** out of our pricelist-achievements (such as coloured light elements,...).

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# TERMS AND CONDITIONS OF SYMA-SYSTEM GmbH FOR SYSTEM TECHNOLOGY AND FAIR CONSTRUCTIONS

## 1. GENERAL TERMS OF BUSINESS FOR SYSTEM TECHNOLOGY AND THE CONSTRUCTION OF EXHIBITION STANDS

### 1.1. Scope

On all business relations of SYMA-SYSTEM GmbH, Industriestrasse 3 2120 Wolkersdorf, FN 60874x, "SYMA", only the following terms apply. Any deviating provisions or general terms of business only apply if they have been agreed upon in writing. Customers' general terms of business are not accepted.

### 1.2. Orders and offers

All offers are non-binding unless they are expressly marked as binding and will remain valid for a period of 30 days as of the offer's date. Costs estimates are chargeable.

### 1.3. Force majeure, unforeseen events

Events of force majeure (political turmoil, fire, environmental disasters, etc.) or other unforeseen events entitle SYMA to extend the term of delivery (section 2.5) by the duration of the event or to withdraw from the contract. In any case, SYMA is entitled to provide alternative solutions due to such events. Claims for damages are excluded.

### 1.4. Condition of goods

No warranty is assumed for colourfastness as well as specific weights and measurements unless a specific feature is expressly agreed in writing. Customary deviations are permitted. Fluctuations in the material composition as well as in pore size and colour deviations are reserved as customary in this industry sector.

### 1.5. Labelling/ Copyright Protection

Drafts, layouts, illustrations, drawings, designs and know-how are intellectual property of SYMA and belong to a protected construction-system. SYMA may ask for return of such construction documents at any given time. Subject to the written revocation of the customer, SYMA is entitled to refer to an existing or former business relationship (reference) with a customer on SYMA's construction documents, on their own advertising media, in particular on their internet website with names and company logos.

### 1.6. Compensation and liability

SYMA is in all considered cases, with the exception of personal injuries, solely obligated to compensate in cases of intent or gross negligence. The liability is time-barred within 6 months from the date of knowledge of the damage and injuring party. The liability is limited to the order value. SYMA is not liable for collateral damages or loss of profit.

### 1.7. Customers' duty of cooperation

The customer is obliged to provide SYMA with all information and documents required to render the agreed performance. Additional costs due to sub-sequent amendments, incomplete or incorrect information have to be borne by the customer. The customer shall ensure that the documents provided to SYMA are free of any third party rights and shall indemnify and hold SYMA harmless in this regard.

### 1.8. Right of withdrawal SYMA

SYMA reserves the right to demand reasonable security or advanced payments, if the customer is (i) in default with payments already due for more than 14 days or (ii) there are reasonable doubts as to the creditworthiness of the customer, in particular when there has been an out-of-court restructuring or when insolvency or collection proceedings are imminent, applied for, opened or rejected due to lack of assets.

### 1.9. Applicable Law / Place of performance and jurisdiction

Any agreement shall be governed by the laws of Austria, without reference to or application of any conflict of law rules and excluding the UN sales law (*UN-Kaufrecht*). The place of performance/delivery is the corporate seat of SYMA in Wolkersdorf. The competent court for civil matters at SYMA's corporate seat shall have exclusive jurisdiction to settle any disputes.

## 2. SYSTEMTECHNOLOGY- SALES

### 2.1. Prices

All prices are net in Euro "ex works" (INCOTERMS 2010), VAT is charged additionally. Costs for packaging, shipping and customs are not included in the offer; additional costs for installation will be invoiced separately at cost. Fees, allowances and additional costs for overtime or night work are to be borne by the customer.

### 2.2. Terms of payment

A payment on account in the amount of 50% of the order value must be made within 10 days from order placement. At initial orders, the remaining amount has to be paid no later than by goods acceptance, and is otherwise due within 14 days from the date of invoicing with a 2% cash discount or within 30 days net. For orders with an order value of less than EUR 300,00 the full amount shall be paid at delivery. Bank expenses (transfer, cheque, etc.) shall be borne by the customer.

### 2.3. Small quantities

A processing fee of EUR 14.00 will be charged for orders up to an order value of EUR 75.00.

### 2.4. Retention of title and dunnig

SYMA retains title of ownership to goods until the entire purchase price is paid. In case of delayed or deferred payment (pure deferral) interests of 9.2% above the base rate p.a. from the date following the due date are due. Any operating expenses are to be borne by the customer.

### 2.5. Delivery period, delivery date

The agreed delivery period runs from the receipt of the payment on account (sections 2.2 and 3.2); for an order value below EUR 300,00 the agreed delivery period begins with the date of the order confirmation. Unless explicitly stated, delivery dates shall be non-binding and understood as the expected date of delivery. In such cases, the withdrawal from the contract due to delay in delivery shall only be possible after announcement of at least a two-week grace period by means of a registered mail. The observance of the delivery period assumes required cooperation of the customer. The customer has to ensure that necessary information or services, also from third parties, are provided in time.

### 2.6. Packaging, shipping and transfer of risk

SYMA only ships goods at the cost and risk of the customer. Damages in connection with the transport must be directed to the carrier immediately upon receipt of the delivery by the customer. Damages shall then be confirmed by the carrier through the establishment of the facts.

## 2.7. Defects, warranty and compensation

Notifications of defects shall be reported immediately but in any case within 3 days from the delivery of goods. SYMA must be informed immediately in writing of any defects discovered that were unable to be detected even by careful inspection within this period, but no later than one month after delivery of goods. SYMA is entitled to determine the warranty remedies by itself. § 924 Austrian General Civil Act ("*Allgemeines Bürgerliches Gesetzbuch*") does not apply. For compensation claims section 1.6 applies.

## 2.8. Withdrawal by the customer, changes to orders

If the customer withdraws from the contract without reason, 50% of the order value is charged as cancellation fee. In case of a withdrawal within 4 weeks from the agreed delivery date 75% of the order value is charged. If the customer withdraws within 3 weeks from the agreed delivery date or if customized products were ordered, 100% of the order value is charged. In case of subsequent modifications to the order by the customer, additional costs will be charged.

## 2.9. Redemption of goods

Goods may only be returned in goodwill with prior written consent and subject to a value reduction which will be determined by SYMA. Credit notes are only issued after the verified goods' receipt. Returns cannot be set off against receipts prior to the submission of the credit notes. Customized products, used or edited goods cannot be returned. Returns shall be carried out at the customer's expense and risk and have to be insured.

## 3. EXHIBITION STANDS—RENTAL

### 3.1. Prices

All prices are net in Euro "ex works" (INCOTERMS 2010), VAT and fees according to § 33 TP 5 Austrian Fees and Duties Act ("*Gebührengesetz*") are charged additionally. Costs for packaging, shipping, customs, exhibition stand, e-distributor, connection fees and power consumption are not included in the offer. Additional costs for installation will be invoiced separately at cost. The rental prices apply for a one-time use at normal, customary duration of a fair, however for 10 days at most. Costs for subsequent project changes are charged at cost. For orders placed only 15 days prior to the start of the event, a "last-minute" surcharge of 30% will be charged.

### 3.2. Terms of payment

A payment on account in the amount of 50% of the order value must be made within 10 days from order placement. At initial orders, the remaining amount has to be paid not later than by goods acceptance, and is otherwise due within 10 days from the date of invoicing. For orders with an order value of less than EUR 300.00 the full amount shall be paid at delivery. Bank expenses (transfer, cheque, etc.) shall be borne by the customer. In the case of delayed or deferred payment (pure deferral), interest of 9.2% above the base rate p.a. from the date following the due date is due. Any operating expenses are to be borne by the customer.

### 3.3. Small quantities

A processing fee of EUR 14.00 will be charged for orders up to an order value of EUR 75.00.

### 3.4. Use and third-party rights

Any processing and modification of rented goods is prohibited. Any use deviating from the contract is prohibited. The customer is entitled to use the rented goods solely with care and for its own purposes. A sublease to third parties is not permitted. The rented goods are to be kept free of third-party rights. The customer bears all costs incurred for the cancellation of actions by third-parties.

### 3.5. Defects and warranty

Defects must be notified immediately or immediately upon detection in writing. SYMA is entitled to determine the warranty remedies by itself. § 924 Austrian General Civil Act ("*Allgemeines Bürgerliches Gesetzbuch*") does not apply.

### 3.6. Compensation and liability

We use periodically maintained, reusable material for the intended use, in a usable and suitable condition. If neither the customer nor a representative of the customer is present in case of an agreed delivery at the exhibition stand, the rented goods shall be deemed to be handed over correctly as a result of placing or setting it up at the exhibition stand. From this point onwards the customer is liable for any harm or deficit, such as theft, damage or loss. The customer can be held liable by SYMA for all necessary repairs, which are not attributable to ordinary wear of the rented goods. Section 1.6 applies *mutatis mutandis*.

### 3.7. Withdrawal by the customer

If the customer withdraws from the contract without reason more than 14 days prior to the beginning of the rental period, the customer is obligated to pay a cancellation fee in the amount of 50% of the order value. In case of a withdrawal within 14 days prior to the beginning of the rental period, a cancellation fee in the amount of 75% of the order value is charged and payable. If the customer withdraws from the contract within 6 days prior to the beginning of the rental period, 100% of the order value is charged and payable.

### 3.8. Return of rented goods

The rental ends with the end of the fair. The customer is obligated to return the rented goods to SYMA as agreed immediately after the end of the fair. SYMA is authorised to collect leased objects from the exhibition stand after the end of the fair. SYMA is not liable for objects belonging to the customer or to third parties, which happen to be present at the exhibition stand at the time of collection. In case of delayed returns, the customer has to pay a rental fee in the amount of 150% of the rental price for each day begun. This provision is not subject to the judicial deduction. Any further damage can be claimed additionally.