

GENERAL TERMS AND CONDITIONS OF TELEMAZ CORPORATE GmbH

Welcome to TELEMAZ CORPORATE GmbH!

§ 1 Scope of application and supplier

(1) The General Terms and Conditions (hereinafter referred to as "GTC") govern the sale of products and services by TELEMAZ CORPORATE GmbH (hereinafter referred to as the "Supplier") to you, in the version valid at the time of the order.

(2) Deviating GTC of the purchaser are rejected.

(3) Please read these terms and conditions carefully before placing an order with TELEMAZ CORPORATE GmbH. By placing an order with TELEMAZ CORPORATE GmbH, you agree to the application of these GTC to your order.

(4) At Messe Düsseldorf OOS we offer the sale of the following products:

Conception and production of films and videos for corporate communication and event documentation.

Recording and streaming of live and hybrid events.

Production of advertising films and commercials.

Graphic animations and clips for digital screens.

Drone recordings incl. all licences.

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§ 2 Conclusion of the contract

1) The offers are directed exclusively to end customers with an invoice and delivery address in: worldwide.

In the case of individual bulky goods, the possible delivery addresses and the place of delivery may be restricted; the restriction is shown in the respective list price.

(2) The customer must be at least 18 years of age.

(3) Your order constitutes an offer to Messe Düsseldorf OOS / TELEMAZ CORPORATE GmbH to conclude a purchase contract. The customer makes a binding offer when he has gone through the online ordering process by entering the information requested there and clicks on the "buy" button in the final ordering step.

(6) The purchase contract between the Supplier and the Customer shall only be concluded by means of a declaration of acceptance by the Supplier. This takes place on the earlier of the two dates, either sending the goods or sending a confirmation of dispatch by e-mail. Please note that the confirmation of receipt of your order does not constitute a declaration of acceptance in the aforementioned sense.

(7) The validity of contracts for larger than normal household quantities as well as the commercial resale of the object of purchase requires express confirmation on the part of the supplier. This refers both to the number of products ordered as part of one order and to the placing of several orders for the same product where the individual orders comprise a quantity customary in the household.

(8) Your orders will be stored by us after the conclusion of the contract. If you lose your records relating to your orders, please contact us by email or telephone. We will send you a copy of the order data.

(9) Access to the Messe Düsseldorf OOS service requires registration.

(10) By registering, the customer accepts these General Terms and Conditions. Registration creates a contractual relationship between Messe Düsseldorf OOS and the registered customer, which is governed by the provisions of these GTC.

(11) The presentation of the service on the website does not constitute a legally effective offer. The presentation of the service merely invites the customer to make an offer.

(12) By ordering a service that is subject to a charge, the registered customer enters into a further contractual relationship with Messe Düsseldorf OOS that is separate from the registration. Prior to the conclusion of this contractual relationship, the user shall be informed about the respective chargeable service and the terms of payment. The contractual relationship shall come into existence when the customer confirms the order and payment obligation by clicking on the "buy" button.

(13) You agree to receive invoices electronically. Electronic invoices will be made available to you by e-mail or in the customer account on the website. We will inform you for each supply and service whether an electronic invoice is available. You can find more information about electronic invoices on our website.

§ 3 Description of the scope of services

The scope of services provided by Messe Düsseldorf OOS consists of the following services: Website for product information, selection and ordering (purchase).

§ 4 Prices and shipping costs

(1) Our prices include the statutory value-added tax applicable at the time and do not include a flat rate or surcharge for shipping costs. The shipping surcharges vary depending on the type of delivery and the nature of the article.

(2) Despite our best efforts, a small number of products in our catalogue may be priced incorrectly. We check prices when we process your order and before we charge payment. If a product is incorrectly priced and the correct price is higher than the price on the website, we will contact you before dispatching the goods to ask if you wish to purchase the product at the correct price or cancel the order. If the correct price of a Product is lower than the price we have quoted, we will charge the lower amount and send the Product to you.

(3) The prices at the time of the order will apply. If list prices should be available, the prices of the list price valid at the time of the order shall apply.

(4) In order to use Messe Düsseldorf OOS, registration is initially required.

(5) In order to purchase the services of the website, the user must register and create a user account.

(6) If the user wishes to use a service for which a charge is made, he will be informed in advance of the fact that the service is subject to a charge. In particular, the user will be informed of the respective additional scope of services, the costs incurred and the method of payment.

(7) The Provider reserves the right to charge different fee models for different booking times and user groups and in particular for different periods of use, as well as to offer different scopes of services.

§ 5 Delivery and Cancellation

(1) Unless otherwise agreed, delivery shall be made to the delivery address specified by the customer. On the website you will find information on the availability of products sold by Messe Düsseldorf OOS (e.g. on the respective product detail page). We would like to point out that all information on the availability, dispatch or delivery of a product is merely anticipated information and approximate guidelines. They do not represent binding or guaranteed shipping or delivery dates, unless this is expressly designated as a binding date in the shipping options of the respective product.

(2) If Messe Düsseldorf OOS discovers during the processing of your order that products ordered by you are not available, you will be informed of this separately by e-mail or by message in your customer account. The legal claims of the customer remain unaffected.

(3) If a delivery to the orderer is not possible because the delivered goods do not fit through the orderer's entrance door, front door or staircase or because the orderer cannot be found at the delivery address he has given, although the delivery date was announced to the orderer with a reasonable period of notice, the orderer shall bear the costs for the unsuccessful delivery.

(4) Delivery shall be made according to the customer's method of payment. In the case of payment in advance, delivery shall be made after the payment order has been issued to the remitting credit institution. In the case of payment by Paypal, credit card, gift card, direct debit, instant bank transfer or invoice, delivery shall take place after conclusion of the contract.

(5) If your order is shipped in more than one package, you may receive a separate shipping confirmation for each package. In this case, a separate purchase contract will be concluded between us in respect of each dispatch confirmation for the products listed in the respective dispatch confirmation. The contracting party is TELEMAZ CORPORATE GmbH.

Notwithstanding your right of cancellation, you may cancel your order for a product free of charge at any time before we send you the relevant dispatch confirmation.

§ 6 Customs

(1) If you order products from Messe Düsseldorf OOS for delivery outside the European Union, you may be subject to import duties and taxes which will be levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs regulations vary widely from country to country, so you should contact your local customs authority for more information.

(2) Furthermore, please note that when ordering from Messe Düsseldorf OOS, you are considered the importer and must comply with all laws and regulations of the country in which you receive the products. The protection of your data is important to us and we would like to draw the attention of our international customers to the fact that cross-border deliveries are subject to opening and examination by customs authorities. For more information, please read our customs information.

§ 7 Terms of payment

(1) The customer may pay for the goods or services by the following methods of payment:

- Paypal
- credit card
- Immediate bank transfer
- On account

Payment on account is only possible for consumers over the age of 18. The delivery address, the home address and the billing address must be identical and located in the following countries:

worldwide

The invoice amount is due upon receipt of the invoice. TELEMAZ CORPORATE GmbH reserves the right not to offer certain methods of payment in individual cases.

In case of payment on account, a one-time fee of 0 € (zero Euro) including the applicable value added tax per delivery shall be charged in addition to any shipping costs incurred for the complete shipment. The customer will always be informed separately before the conclusion of the contract whether this fee applies.

If the invoice amount is not paid by the due date for reasons for which the customer is responsible, TELEMAZ CORPORATE GmbH shall charge a lump-sum compensation of € 270 (two hundred and seventy euros). The Customer may prove that no damage has been incurred at all or that the damage is significantly lower than the lump sum.

In the case of payment on account and in other cases where there is a justified reason, Messe Düsseldorf OOS will check and evaluate the data provided by the ordering party.

- Payment in advance

(3) Certain types of payment may be excluded by the supplier in individual cases.

(4) The customer is not permitted to pay for the goods or services by sending cash or cheques.

(5) If the customer chooses an online payment method, the customer thereby authorises the supplier to collect the amounts due at the time of the order.

(6) If the Supplier offers payment in advance and the Customer chooses this payment method, the Customer shall transfer the invoice amount to the Supplier's account within five calendar days of receipt of the order. The supplier shall reserve the goods accordingly for five calendar days.

(7) If the supplier offers payment by credit card and the customer chooses this method of payment, the customer expressly authorises the supplier to collect the amounts due.

(8) If the Supplier offers payment by direct debit and the Customer chooses this payment method, the Customer shall grant the Supplier a SEPA basic mandate. If, in the case of payment by direct debit, a payment transaction is reversed due to a lack of funds in the account or due to incorrectly transmitted bank details, the customer shall bear the costs for this.

(9) If the supplier offers payment in advance and the customer chooses this method of payment, the customer undertakes to pay the invoice amount within 14 days of dispatch of the goods without any deduction of discount.

(10) If the customer is in default of payment, the supplier reserves the right to claim damages for default.

§ 8 Registration and termination

(1) Furthermore, the customer declares that he and, to the best of his knowledge, no member of his household has been convicted of an intentional criminal offence that endangers the safety of third parties, in particular of a criminal offence against sexual self-determination (§§ 174 ff. StGB, an offence against life (§§ 211 ff. StGB), an offence against physical integrity (§§ 223 ff. StGB), an offence against personal freedom (§§ 232 ff. StGB), or for theft and embezzlement (§§ 242 ff. StGB) or robbery and extortion (§§ 249 ff. StGB) or for drug abuse.

(2) A user account is for his/her sole and personal use and a user may not authorise third parties to use that account. A user may not transfer his/her account to a third party.

(3) A user is, subject to reservation, entitled to unsubscribe in writing by post, email or telephone at any time without giving a reason. At the same time, it is possible to deactivate the user account completely and manually within the data and settings in the user account. The previously concluded contractual relationship is thereby terminated.

(4) If a user has registered for a paid service, he or she may cancel the registration no later than 2 days before the booking period. If this deadline is not met, the paid service will be extended by this period, depending on the booking period selected, and the cancellation will only take effect at the end of the following booking period. Cancellation is possible by telephone, e-mail or letter and will be confirmed by us in writing. In order that your cancellation can be assigned, the full name, the deposited e-mail address and the address of the customer should be given. In the case of cancellation by telephone, the individual telephone password is required.

(5) Messe Düsseldorf OOS may terminate the contract at any time at its own discretion, with or without prior notice and without giving reasons. Messe Düsseldorf OOS further reserves the right to remove profiles and/or any content published on the website by or on behalf of the user. If Messe Düsseldorf OOS terminates the User's registration and/or removes any profile and/or content published by the User, Messe Düsseldorf OOS shall have no obligation to notify the User of such termination or removal nor of the reason for it.

(6) Upon any termination of any individual use of the services of Messe Düsseldorf OOS, Messe Düsseldorf OOS reserves the right to send a notification thereof to other registered users with whom Messe Düsseldorf OOS believes to have been in contact with the user. Messe Düsseldorf OOS's decision to terminate the registration of the user and/or to notify other users with whom Messe Düsseldorf OOS assumes that the user has been in contact does not imply or state that Messe Düsseldorf OOS makes any statements about the individual character, general reputation, personal characteristics or lifestyle.

(7) Users are obliged not to make any deliberate or fraudulent false statements in their profile and other areas of the portal. Such statements may result in civil action. Furthermore, the operator reserves the right to dissolve the existing contractual relationship with immediate effect in such a case.

(8) If a user's access is blocked due to culpable breach of contract and/or the contractual relationship is terminated, the user shall pay damages for the remaining term of the contract in the amount of the agreed fee less the expenses saved. The amount of the saved expenses shall be set at a flat rate of 10% of the fee. Both contracting parties are at liberty to prove that the damage and/or the saved expenses are actually higher or lower.

(9) After termination of the contractual relationship, all data of the user shall be deleted by Messe Düsseldorf OOS.

§ 9 Limitation of liability (services)

(1) Messe Düsseldorf OOS accepts no responsibility for the content and accuracy of the information contained in the registration and profile data of the ordering parties as well as other content generated by the ordering parties.

(2) With regard to the service sought or offered, the contract shall be concluded exclusively between the respective ordering parties involved. Messe Düsseldorf OOS is therefore not liable for the services of the participating orderers. Accordingly, all matters relating to the relationship between the Ordering Parties, including, without limitation, the services received by a Searcher or payments due to Ordering Parties, shall be addressed directly to the relevant party. Messe Düsseldorf OOS shall not be held responsible for and hereby expressly disclaims all liability of any kind whatsoever, including claims, performance, direct or indirect damages of any kind, conscious or unconscious, suspected or unsuspected, disclosed or undisclosed, in any way whatsoever in connection with the said matters.

(3) TELEMAZ CORPORATE GmbH Europe shall only be liable for other damages, insofar as they are not based on the breach of cardinal obligations (such obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner may regularly rely on), if they are based on an intentional or grossly negligent breach of duty on the part of TELEMAZ CORPORATE GmbH or on an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent of TELEMAZ CORPORATE GmbH.

(4) Claims for damages shall be limited to the foreseeable damage typical for the contract. In case of delay, they shall amount to a maximum of 5% of the order value.

(5) Claims for damages based on injury to life, limb, health or freedom become statute-barred after 30 years; otherwise after 1 year, whereby the statute of limitations begins at the end of the year in which the claim arose and the creditor became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware of them without gross negligence (§ 199 para. 1 BGB).

(6) The provider reserves the right to check the content of a text written by a user as well as uploaded files for compliance with law and justice and, if necessary, to delete it in whole or in part.

§ 10 Offsetting and right of retention

(1) The customer shall only have the right of set-off if the customer's counterclaim has been legally established or has not been disputed by the supplier.

(2) The customer may only exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

§ 11 Retention of Title

TELEMAZ CORPORATE GmbH shall retain title to the goods until payment has been made in full.

§ 12 Damages in transit

(1) Should the customer receive the goods with obvious transport damages, the supplier shall request the customer to file a complaint as soon as possible.

(2) Should the customer fail to make a complaint, this shall have no consequences for the statutory warranty rights. The purpose of the complaint is to enable the supplier to assert his own claims against the carrier.

§ 13 Right to claim for defects

(1) If the orderer is a consumer, the warranty and liability for defects of the delivered object of purchase shall be governed by the statutory provisions: Accordingly, in addition to your 30-day return guarantee, purchasers in the European Union have warranty rights for a period of two years from the delivery of the goods and may demand the repair or replacement of products purchased at Messe Düsseldorf OOS if they prove to be defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without difficulty, you may demand a refund or reduction of the purchase price.

(2) In the case of used goods, the warranty period may be shorter than two years.

(3) If the orderer is not a consumer, the defect shall be remedied by new delivery or new performance.

(4) If the customer is not a consumer, the limitation period shall be one year. This shall apply insofar as no claims for damages and reimbursement of expenses are asserted which relate to compensation for damage to body and health or to intent or gross negligence.

§ 14 Limitation of liability (products)

- (1) The supplier is liable for claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations, as well as for other damages based on their intentional or grossly negligent breach of duty, or one of the legal representatives or vicarious agents of the supplier.
- (2) Essential contractual obligations are obligations whose fulfilment is necessary to achieve the objective of the contract.
- (3) The provider is liable for breaches of essential contractual obligations that are based on contract-typical, foreseeable damage, provided that the damage was caused by simple negligence. This limitation does not apply to claims for damages by the customer based on injury to life, limb or health.
- (4) The provisions of the Product Liability Act shall remain unaffected.
- (5) Insofar as the liability of Messe Düsseldorf OOS is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents.

§ 15 Cancellation policy

(1) If the customer is a consumer, he has a right of revocation in accordance with the following provisions:

(2) Right of revocation

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you who is not the carrier has taken possession of the goods (or the last goods, part consignment or piece in the case of a contract for several goods of a uniform order or the delivery of goods in several part consignments or pieces) without giving reasons.

The withdrawal period for services is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must send us:

TELEMAZ CORPORATE GmbH

Schanzenstrasse 20a

40549 Düsseldorf

Germany

e-mail: corporate@telemaz.tv

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You can use the model cancellation form on our website or send us another clear declaration. If you make use of this option, we will send you confirmation of receipt of such revocation without delay (e.g. by e-mail).

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period and that you have returned the goods via our online return centre within the period defined below.

For additional information regarding the scope, content and explanations of the exercise, please contact our customer service.

(3) Consequences of the revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

We may refuse repayment until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier.

You must return the goods without undue delay and in any event no later than 14 days from the day on which you notify us of the cancellation of this contract to

TELEMAZ CORPORATE GmbH

TELEMAZ CORPORATE GmbH

Schanzenstrasse 20a

40549 Düsseldorf

Germany

e-mail: corporate@telemaz.tv

to return or hand over the goods. The deadline is met if you send the goods before the expiry of the period of 14 days. You shall bear the direct costs of returning the goods.

(4) Exceptions to the right of withdrawal

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

The right of withdrawal does not exist or expires for the following contracts:

- for the delivery of goods which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery or which have been inseparably mixed with other goods after delivery due to their nature;
- for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery;
- for the delivery of goods that are manufactured according to customer specifications or are clearly tailored to personal needs
- for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded;
- in the case of services, if Messe Düsseldorf OOS has provided these in full and you have noted and expressly agreed before placing the order that we may commence with the provision of the service and you lose your right of cancellation on complete fulfilment of the contract;
- for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts; and
- for the supply of alcoholic beverages, the price of which was agreed at the time of the conclusion of the sales contract, but the delivery of which can only take place after 30 days and the current value of which depends on fluctuations in the market over which the trader has no control.

§ 16 Exclusion of the right of revocation

(1) The right of revocation does not apply to contracts

- for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;

- for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded;

(2) The right of withdrawal expires prematurely in the case of contracts for the delivery of

- for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;

- for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature;

- for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery.

§ 17 Data protection

(1) Should personal data (e.g. name, address, e-mail address) be collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.

(2) We would like to point out that the transmission of data on the Internet (e.g. by e-mail) can have security gaps. Accordingly, an error-free and trouble-free protection of third party data cannot be completely guaranteed. Our liability in this respect is excluded.

(3) Third parties are not entitled to use contact data for commercial activities, provided that the provider has given prior written consent to the persons concerned.

(4) You have the right at any time to obtain from Messe Düsseldorf OOS complete and free information about the data relating to you.

(5) Furthermore, there is a right to correction/deletion of data/restriction of processing for the user.

§ 18 Cookies

(1) We may use cookies to display our product range. Cookies are small text files that are stored locally in the cache of the site visitor's internet browser.

(2) Numerous Internet pages and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a string of characters by which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific internet browser can be recognised and identified via the unique cookie ID.

(3) Through the use of cookies, the users of this website can provide more user-friendly services that would not be possible without the cookie setting.

(4) We would like to point out that some of these cookies are transferred from our server to your computer system, whereby these are mostly so-called session-related cookies. Session-related cookies are characterised by the fact that they are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognise your computer system on your next visit (so-called permanent cookies).

(5) You can object to the storage of cookies, for this purpose a banner is available to which you can object/accept.

(6) You can, of course, set your browser so that no cookies are stored on your hard drive or so that cookies that have already been stored are deleted again. The instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

§ 19 Place of jurisdiction and applicable law

(1) The law of the Federal Republic of Germany shall apply exclusively to differences of opinion and disputes on the occasion of this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The sole place of jurisdiction for orders placed by merchants, legal entities under public law or special funds under public law is the registered office of the supplier.

§ 20 Final provisions

(1) The contractual language is German.

(2) We do not offer any products or services for purchase by minors. Our products for children can only be purchased by adults. If you are under 18, you may use Messe Düsseldorf OOS only with the involvement of a parent or guardian.

(3) If you breach these Terms and Conditions and we do nothing about it, we will still be entitled to exercise our rights on any other occasion on which you breach these Terms and Conditions of Sale.

(4) We reserve the right to make changes to our website, rules and regulations, terms and conditions including these T&Cs at any time. Your order will be subject to the terms of sale, terms of agreement and terms and conditions in force at the time you place your order, unless a change to these terms is required by law or government order (in which case they will also apply to orders you have previously placed). If any provision of these Terms of Sale is invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

(5) The invalidity of any provision shall not affect the validity of the other provisions under the contract. Should this occur, the provision shall be replaced according to meaning and purpose by another legally permissible provision which corresponds to the meaning and purpose of the invalid provision.

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