

For the business relationship between MIKS GmbH, Behringstr. 28a, 22765 Hamburg (hereinafter: "MIKS" or "we") and its customers, these General Terms and Conditions ("GTC") shall exclusively apply in the version valid at the time of concluding the contract. Incorporating contradictory terms or contract offers of the customer is hereby excluded. These GTC shall not apply towards customers that are not entrepreneurs within the meaning of Section 14 German Civil Code (BGB).

MIKS offers services with an emphasis on the conception and design of temporary architecture for exhibition appearances and for the conception and design of fixed installations such as, for example, shops, showrooms, restaurant and office spaces and services associated with this.

## I. Basic principles

1. The contract concerning the services of MIKS is formed by the customer's confirmation of a binding offer or by our acceptance of a binding customer offer. In so doing, the subject matter of the contract is—exclusively—the respective agreed services.
2. MIKS is obligated to professionally execute the services. The suitability of the services for a certain purpose that does not arise from the order itself requires an express agreement in written form (Section 126 b BGB). Within the scope of the order, MIKS has design flexibility with respect to artistic or design elements insofar as there is no express agreement concerning its realisation. Apart from the performance itself, there is no obligation to achieve commercial success above and beyond the services to be provided (visitor numbers, proceeds, turnover or market success). We are only liable for integrating customer's technical, content, or logistical specifications or other factors and specifications attributable to customer insofar as this is expressly agreed.
3. To the extent that the parties have not agreed to an express regulation concerning materials and realisation, MIKS is obligated to provide performance of an average type and quality considering the likely duration of use of the contractual services.
4. Changes to the subject matter and scope of the services subsequent to concluding the contract require the consent of both parties. Customer must pay remuneration for additional services. Repeated work on drafts and corrections, insofar as not involving remedying defects, shall also be considered to be subsequent changes.
5. If customer expressly requests that a certain insurance policy be concluded, customer must communicate this to us no later than at the time of confirming the order and must bear the costs for this.
6. The place of performance is the established place of business of MIKS. The shipment or transport of objects shall be at the risk and expense of customer. Transportation insurance will only be taken out at the request and expense of customer. Reasonable travel and fare costs must be reimbursed by customer insofar as the travel or fares took place for the purpose of fulfilling the contract and with the customer's authorisation, or were necessary taking into consideration the expense and effectiveness of alternative modes of transmission or types of communication.
7. MIKS is not responsible for storing documents and data of customer that customer did not request be returned within one month after completion of the order. Items entrusted to MIKS by customer shall be insured by customer, in particular, against damage, loss and theft. If there are damages not covered by the insurance, we shall only be liable to the extent defined in these General Terms and Conditions, and only up to the amount of the material value.
8. We shall only be in default for a delay if based on a written warning by customer provided that the transaction does not involve delivery by a fixed date. The agreement of binding completion dates requires the written form.
9. If we render design services for the customer (e.g. creating concepts, sketches or drafts), customer must also then pay the remuneration for this service if customer does not wish to implement the concept. The rights of the customer due to an impediment to performing an obligation shall remain unaffected.
10. Guarantees by MIKS within the legal meaning of this term only exist in the case of a written guarantee agreement that uses the designation 'guarantee'.

## II. Realisation and third-party services

1. We may call upon third parties for rendering services according to our reasonable discretion. Our responsibility for our contractual duties shall remain unaffected thereby.
2. If third parties are involved in performing by order or request of customer (third-party services) we shall not be liable for these third parties or their performance. We are only responsible for the selection or supervision of third-party services or the parties owing such services if this is expressly agreed and separately remunerated. For any such remuneration (third-party costs) to be paid by MIKS, MIKS can demand advance payment and defer the engagement until payment is received. The same applies for other expenses and disbursements that arise due to the specifications or wishes of customer for the respective production (e.g. rental, travel, transport, and lodging costs).
3. Subject to an express agreement to the contrary, MIKS is only obligated to provide services in the areas of concept and design for the respective project and not for supplying the materials or the construction. If MIKS organizes the construction pursuant to an agreement, MIKS shall not be liable for the performance of the company called upon for the construction unless MIKS is expressly identified as the general contractor or the party liable for the delivery/construction services.

## III. Duties of cooperation

1. Customer must communicate to MIKS all information that is essential for the order and timely inform MIKS in the event of any problems or necessary changes. Instructions must be issued in a timely manner so that there remains a reasonable implementation period.
2. Customer is responsible for the logistical and legal prerequisites as well as for taking legal requirements into consideration (e.g. fire protection, building law, labour law provisions) for the performance of MIKS. This applies in particular to providing electricity and water, sufficient spaces for delivery and parking, obtaining the required permits and approvals (e.g. on the part of regulatory agencies, property owners, adjacent owners) as well as for coordinating the activities of MIKS with other project work. MIK is willing to support customer with all requirements that become apparent to MIKS, however, shall not assume any guarantee for such consulting services.
3. Customer shall only hand over to MIKS those templates and materials to be incorporated (in particular, templates, designs, drawings, concepts), the use and processing of which according to the order does not violate any rights of third parties. Customer shall ensure that all contributions originating from the customer's sphere can be used by MIKS according to the contract (in particular with respect to the copyrights of the architect). Customer shall indemnify MIKS for all claims and rights of third parties to the extent of this Item 3. The indemnification also includes the expenses of a reasonable legal defence to the extent delimited within the law.
4. MIKS shall take into consideration the specifications and wishes of customer to the extent agreed in each case. Defects and limitations on the performance that follow from MIKS implementing a customer's specifications shall not be deemed to be the responsibility of MIKS. Customer recognizes that no claims for a right of retention, a reduction in price, compensatory damages or of any other type shall arise from such circumstances. MIKS shall inform customer of any risks to performance under the contract due to the customer's specifications.
5. Customer must in any case promptly inspect for the contract-conformity of the MIKS services as well as the interim results delivered after receipt of same and promptly communicate acceptance of their delivery. MIKS is entitled to request an interim acceptance of delivery for completion of individual phases of the work. The acceptance of individual services shall be deemed to have been granted if not refused by customer within 7 days, providing relevant substantiation of the reasons, or if customer utilizes the results of the work. Complaints made thereafter shall be considered to be subsequent requests for changes.
6. Acceptance of delivery may not be refused for design-artistic reasons if there is no deviation from a written, agreed work result.
7. It is an essential contractual obligation that the customer timely provide agreed contributions and undertake necessary cooperative actions.

## IV. Scheduled dates and weather risks

1. The scheduled date for delivery or performing services, or the deadline for delivery or performing services—hereinafter referred to simply as the "delivery date"—shall be agreed according to the foreseeable capacity of MIKS to perform and is to be understood as non-binding and subject to the timely availability of goods and materials for us, as well as unforeseen circumstances and impediments, in particular, force majeure, governmental measures, non-issuance of regulatory approvals, labour disputes of any type, sabotage or non-delivery, incorrect or late delivery. Such events extend the delivery date accordingly, and namely, also then if they happen during a delay that has already occurred. In this case, a possible grace

period set by customer shall also be extended for the duration of the unforeseen event. If such events result in a postponement of performance by more than one month, both the customer and also MIKS can—irrespective of other rights of cancellation—terminate the contract prematurely if the parties are not responsible for the delay in delivery/performing services.

2. If expenses increase and the cause is not within the scope of MIKS's responsibility, MIKS can also demand compensation for this additional expense.

## V. Rights of use

1. MIKS grants the customer the rights of use in the results of the work (end result) that are necessary for the respective intended purpose. Subject to a written agreement to the contrary, the remuneration shall constitute full consideration for granting simple, non-exclusive rights of use for the intended purpose, form of use and term of use according to the respective order. Uses beyond this, in particular repeated use, a use in a different geographical area, in edited form and/or in a different time period require an express additional grant of rights. The transfer of rights of use as well as sub-licensing require a written consent. A right to additional commercial exploitation (e.g. delivery to third parties within the scope of a franchise concept and provision as a template) is only granted if this was agreed with us in writing.
2. Making copies of the deliverables or drafts by MIKS is prohibited. All rights to interim steps not included in the results of the work (that is to say in particular, to drafts, proposals, designs, tender documentation, etc.) shall remain with MIKS.
3. Customer is not authorised to repeatedly use the services delivered/provided by MIKS, insofar as the multiple use does not expressly become a component of the contract within the scope of the assignment. This shall apply, for example, for the use of a shop concept in multiple shops or its transfer to affiliated or non-affiliated third-parties.
4. The names of originators on documents and other materials of MIKS may not be removed or modified. Customer is obligated to identify MIKS as the originator of the work in a reasonable manner. A visible copyright notice must be affixed to all physical reproductions (data carriers, sketches, models, concept documents).
5. In the case of unauthorised use, customer is obligated to pay remuneration for this use, in which case all additional claims and rights of MIKS shall remain unaffected thereby. The minimum remuneration is the remuneration to be paid for the use according to the standard rates of MIKS on the date of the use or—insofar as such a remuneration is not provided—a reasonable remuneration, in which case the reasonable remuneration in cases of doubt is to be calculated according to the applicable remuneration tariff (e.g. the respective applicable remuneration tariff for design of the Alliance of German Designers (AGD)) for the respective services on the date of use. If customer violates this right to be mentioned by name, customer must (in addition) pay to MIKS a flat compensatory damage amount of 25% of the remuneration to be paid for the respective use. The right of MIKS to assert a higher damage amount in the case of a specific damage calculation shall remain unaffected by the above regulations.
6. All grants of rights are subject to the condition precedent of complete payment of the remuneration owed for the entirety of the services. No partial rights shall be granted in the case of a partial payment. A use prior to complete payment is unauthorised and prohibited.
7. The above regulations of this Item V shall also apply if the respective services do not attain the originality criterion under copyright law.
8. MIKS is also authorised, when granting exclusive rights of use, to use the results of the work and the drafts for this within the framework of its own advertising as well as for participating in competitions, in particular, also on the Internet, in particular, also identifying the customer as a reference.

## VI. Invoicing

1. MIKS is authorised, upon placement of an order and during the time of rendering the services, to request advance payments. In particular, MIKS is authorised, for any interim acceptance of delivery, to issue interim invoices concerning the portion of the services completed, and to discontinue providing services in the case of advance payments not being paid by the due date until there is full compliance. In this case, customer claims and rights on account of a discontinuation of providing services are precluded.
2. All of the prices mentioned by us are to be understood in addition to the respective, valid statutory value added tax.
3. Invoices are due and payable within 10 working days after receiving the invoice without deduction. Invoices shall be deemed to be acknowledged if customer does not object in writing within 30 days after receipt of the invoice, stating the factual and verifiable reasons. The maturity date remains unaffected thereby.
4. If an order cannot be carried out or completely carried out due to circumstances for which the customer is responsible (in particular, in the case of a termination by customer according to section 649 BGB), customer owes MIKS a deficiency compensation for the cancelled services. Allowance shall be made for expenditures saved on this amount insofar as the expenditure is expressly a component of the services and was in fact saved (e.g. travel costs). Customer must provide proof of higher saved expenditures. Customer must reimburse costs accruing to MIKS due to the cancellation of services.
5. A set-off is only possible with claims recognised by MIKS or those that are legally established. Exercising a right of retention is only permissible insofar as the counter-claim is based on the same contractual relationship.
6. Customer is responsible for any fees or dues to be paid to copyright collectives, as well as for contributions to the artists' social insurance fund and must bear these expenses.

## VII. Liability for defects

1. Subsequent to issuance of a release by customer, MIKS is freed of any responsibility for the correctness of the templates. MIKS shall not be liable for defects overlooked by customer.
2. Where the care that is customary in the industry has been applied, deviations of the designs or templates (that are unavoidable, or due to materials and methods) from the final production shall not be deemed to be defects.
3. MIKS shall not be liable for the legal permissibility of the customer's use of the work results under competition and trademark law. MIKS is not responsible for a legal assessment or research of conflict of laws.

## VIII. Other liability

1. Claims of the customer for compensatory damages are excluded. Excepted from this are compensatory damage claims of the customer due to injury to life, the body, health or for the violation of an essential contractual obligations (cardinal obligations), as well as liability for other damages that are based on intentional or grossly negligent violations of duty on the part of MIKS, its legal representatives, or vicarious agents. Essential contractual obligations are those the fulfilment of which are necessary for achieving the objective of the contract, as well as upon the observance of which customer may routinely rely. For violation of essential contractual obligations, MIKS shall only be liable in the amount of the foreseeable damages typical under the contract if these were caused by simple negligence, unless compensatory damage claims of customer arising from injury to life, the body, or health are involved.
2. The limitations of the above para. 1 shall also apply for the benefit of the statutory representatives and vicarious agents of MIKS if claims are directly asserted against the latter, as well as also analogously for claims for reimbursement of expenses and substitute performance. Our liability for lost profits is excluded.
3. The regulations of the Product Liability Act and liability for any guarantees assumed shall remain unaffected.

## IX. Closing provisions

1. The applicable law is that of the Federal Republic of Germany.
2. Where individual provisions of these General Terms and Conditions are invalid, this shall not affect the validity of the remainder of the terms.
3. The place of performance and venue for merchants, legal entities under public law, and customers without a general venue in Germany is located in Hamburg.
4. Version of this GTC 4/2024