

GTC

General terms and conditions of business

§ 1 Scope

(1) These General Terms and Conditions (hereinafter: GTC) apply to the agency nextfair, owner Jennifer Carola Jones, Alte Leipziger Str. 18 in 63571 Gelnhausen (hereinafter: NEXTFAIR) and you as the client. NEXTFAIR places personnel (hereinafter also referred to as "contractors") for companies, institutions, authorities, individual and small companies (hereinafter referred to as "clients") at trade fairs, events, for promotional campaigns, congresses, conferences, etc. NEXTFAIR receives an agreed placement fee for this. The terms and conditions only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. (2) The version of the General Terms and Conditions valid at the time the contract is concluded is decisive. (3) Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and to the extent that we have expressly agreed to their validity. (4) Individual agreements made with the client in individual cases (including ancillary agreements, additions and changes) always take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements. (5) References to the validity of legal regulations are only of clarifying importance. Even without such a clarification, the statutory provisions apply unless they are directly modified or expressly excluded in these General Terms and Conditions.

§ 2 Subject of the contract

(1) The customer commissions NEXTFAIR to find suitable personnel for him. NEXTFAIR takes into account the requirement profile of the client as far as this is possible and provides him with the contact details of the interested parties. There is no obligation to do so. (2) The use of the service is free of charge for clients until there is mediation between the client and a mediated contractor. Or a mediated contractor is commissioned by the client. After a successful placement, a placement fee will be charged according to the current offer. (3) The mediated personnel are neither employees nor freelancers of NEXTFAIR. The employment relationship is therefore established directly between the client and the contractor. (4) If the client wants certain experiences and qualifications from the respective contractor, NEXTFAIR will make their profiles available to the client before selecting the contractor and then meet the client's requirements as far as possible. (5) NEXTFAIR informs the staff about the basic framework conditions necessary for the execution of the order. NEXTFAIR does not have any further authority to issue instructions within the scope of the execution of the order. (6) The client is aware that the information on the profiles comes from the respective staff and is based on their personal self-assessment. NEXTFAIR cannot assume any liability in this respect. (7) If the customer attaches particular importance to certain skills or qualifications of the staff, a casting can be carried out, the cost of which is the responsibility of the customer.

§ 3 Termination, Withdrawal and Cancellation

(1) A termination of the brokerage order by the client is only effective if it is communicated to NEXTFAIR; if it is only communicated to the contractor, it is ineffective. (2) If the customer is in arrears with the payment of NEXTFAIR's invoices or if there are reasonable doubts about his creditworthiness, NEXTFAIR is entitled to terminate the order without notice. (3) Termination or cancellation after the start of the assignment is excluded for both parties. (4) The right of termination for good cause remains unaffected by the parties. (5) The client is entitled to withdraw from the order free of charge up to six weeks before the start of the assignment. (6) If the client withdraws before the start of the project, NEXTFAIR will charge the client the following percentages of the originally agreed offer amount as a cancellation fee: a) four weeks to three weeks before the start of the assignment 50%, b) two weeks to one week before the start of the assignment 75%, c) 100% of the order amount from three days before the start of the assignment or during the event.

§ 4 Terms of Payment

(1) Unless otherwise agreed, 100% of the order amount is due immediately and must be paid to NEXTFAIR no later than 10 days after booking. (2) Unless otherwise agreed, the invoices are due for payment within 10 days of the invoice date without deduction. In the event of a delay in payment, NEXTFAIR will charge reminder costs of EUR 4.00, with the right to claim higher damages. (3) If no money has been received by the start of the assignment, NEXTFAIR reserves the right to regard the order as cancelled. (4) All payments must be made without deductions exclusively to NEXTFAIR's account.

§ 5 Complaints, collection

(1) Complaints of any kind must be submitted in writing immediately after they have been identified, at the latest within 7 days of the occurrence of the circumstance giving rise to the complaint. Complaints received later are excluded. (2) The contractors are not entitled to collection.

§ 6 Liability and Claim for Damages

(1) The customer exempts NEXTFAIR from all claims arising from the following breaches of duty: An incorrect assignment of the industry affiliation, the naming of an incorrect comparative salary or the omission of notification of changes in the comparative salary, if a collective wage agreement for an industry surcharge applies, a missing or erroneous notification of company agreements regarding betterment of Contractors, provided that an industry surcharge collective agreement applies. (2) The client may not entrust the contractor with money or securities matters or other valuables. If this happens anyway, the liability lies exclusively with the client. (3) Irrespective of paragraph (1), NEXTFAIR is entitled to a claim for damages for the breaches of duty mentioned there. (4) At the same time, if the obligations under paragraph (1) are violated, the hourly rate increases retrospectively by the same percentage by which the contractor's hourly wage increases.

§ 7 data protection

(1) Should personal data be collected as part of the implementation of this contract, the parties shall ensure that data protection regulations are observed. NEXTFAIR points out that all necessary data is recorded electronically and used to process the order. A transfer takes place only in compliance with the DSGVO. (2) Personal data will only be collected and used to the extent required for the execution of the contract. The processing of personal data must take place within the framework of the customer's instructions; as soon as NEXTFAIR is of the opinion that one of these instructions violates data protection regulations, the customer must be informed immediately. The parties agree to the collection and use of such data collected to this extent. (3) If necessary, the parties will conclude an agreement on order processing in accordance with the provisions of Art. 28 GDPR. In this context, all employees - especially employees and those responsible who have access to personal data - are obliged to meet the requirements of Article 28 (3) lit. c in conjunction with Article 32 (4) GDPR.

§ 8 Use of Client Logos and Names as References

(1) Upon conclusion of the contract, the Client grants Nextfair the right to use the Client's company name, company logo, and the designation of the relevant project (e.g., event name, trade fair) for reference purposes.

(2) Such reference use may in particular occur on:

- the website of Nextfair (www.nextfair.de),
- in presentations to prospective clients,
- in digital and printed marketing materials, and
- in posts on the official social media channels of Nextfair.

(3) All uses shall be conducted in a professional, factual manner and to an appropriate extent for the purpose of illustrating the business activities of Nextfair.

(4) The Client may revoke this consent at any time with future effect by notifying Nextfair via email at info@nextfair.de. In such cases, Nextfair shall remove the respective content within a reasonable period of time.

§ 9 Final Provisions

(1) Should one of the provisions of this contract or a provision later included in this be or become void or unenforceable in whole or in part, or should a gap in this contract become apparent, the effectiveness of the remaining provisions shall not be affected (preservation). It is the express will of the parties to thereby maintain the effectiveness of the remaining provisions under all circumstances and thus § 139 BGB to be waived as a whole. Instead of the void or unenforceable provision or to fill the gap, the effective and enforceable provision that comes closest legally and economically to what the parties wanted or would have wanted in terms of the meaning and purpose of this contract shall apply with retrospective effect if they point when concluding this contract or when including the provision; if the nullity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be deemed to have been agreed with a legally permissible measure that comes closest to the original measure (fictitious replacement). If the fictional replacement is not possible, instead of the void or unenforceable provision or to close the gap, a provision or regulation must be made in accordance with the content of the previous sentence (replacement obligation). If the nullity or omission relates to a provision that requires notarization, the provision or provision must be agreed in notarized form. (2) Changes and additions to this contract, including this Section 8 (2), must be made in writing unless otherwise specified. (3) The parties may only assign or transfer this contract and rights and obligations arising from this contract to a third party with the prior written consent of the other party. Consent shall not be unreasonably withheld. (4) If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you are a merchant or a legal entity under public law, or if you have moved your permanent place of residence abroad after these GTC have been incorporated, or if your place of residence or usual place of residence is in Germany If the time when the action is filed is not known, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of NEXTFAIR Gelnhausen.

Date, Place, Name, Signature, Company

Date, Place, Name, Signature, Company

General terms and conditions in the version August 2025