



DESIGN CENTER LINZ

Das Bergschlössl
managed by Design Center Linz

STANDARD TERMS AND CONDITIONS

OF THE DESIGN CENTER LINZ BETRIEBSGESELLSCHAFT m.b.H & Co KG

1. Area of Application

These Standard Terms and Conditions are applicable to all agreements made between the DESIGN CENTER LINZ Betriebsgesellschaft m.b.H. & Co KG (henceforth referred to as the DCB) and all clients, in so far as nothing else has been agreed upon in writing.

2. Contractual Terms

The rooms and areas in the DESIGN CENTER will be made available according to the agreement. In accordance thereof, they may only be used by those persons authorised to do so, only for the agreed time and solely for the determined purpose.

3. Contractual Object

The rooms and areas in the DESIGN CENTER will be provided by the DCB exclusively for the purpose of the arranged agreement (rental agreement). Changes to these rooms, facilities, etc. require prior written consent of the DCB. Attachment of decorations, advertising material, etc. to the fixed structure require prior written acceptance of the DCB.

4. Care of Contractual Object

All rooms and areas, etc., made available are to be handled carefully and attentively. On termination of contract all rooms and areas, etc., shall be returned in their previous condition, taking normal wear and tear into account.

5. Period of Use

The times and period of use are to be mutually agreed upon by both parties. Access to the DESIGN CENTER LINZ will be limited to exhibitors during assembly and/or disassembly and for clients and visitors during the event for this agreed period. Access to the DESIGN CENTER LINZ outside the agreed period is only possible in exceptional circumstances and with the express agreement of the DCB. The DCB reserves the right to pass on to the client any costs incurred by use of the centre outside the agreed times. The DESIGN CENTER LINZ halls and rooms will not be heated outside this agreed period.

6. Delivery of Material

Items of any kind may only be delivered after previous agreement by the contractual partners. The time and type of delivery, as well as means of storage are also to be mutually decided upon. Liability of the conveyors ends with the delivery at the DESIGN CENTER LINZ and restarts with the removal of the goods. The contract between conveyors and the client is to be made directly. Delivery of goods and equipment outside the agreed times and period cannot be accepted. Such deliveries remain the responsibility of the conveyor.

7. Outside Instruments and Machines

Any instruments or machines not supplied by the DCB may only be used with the prior express written consent of the DCB. The client is required to be familiar with and adhere to the current valid national rules and regulations governing engineering and trade unions, health and safety at work, employment protection and so on so that third-parties and the premises are assured to be safe (including health and injury) by the correct assembly, use and quality of the equipment used. Machines and equipment without the required safety features may not under any circumstances be used or demonstrated. As well as these conditions, all regulations relating to building, construction, electrical and technical matters are also to be observed where appropriate. No internal combustion engines may be used within the DESIGN CENTER LINZ. Machines and equipment with combustion engines may not be operated in the event areas. Any such machines and equipment powered by volatile fuels (petrol, paraffin, liquid gas or similar) to be displayed in the halls must have their fuel tanks drained or removed and the filler openings sealed. All traces to be cleaned from the engine.



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8. Dismantling and Removal

The dismantling and removal of items that have been brought must be proficiently carried out and concluded by the time contractually agreed upon. In default whereof, the DCB reserves the right to have all such items, no matter to whom they belong, removed and put into safe keeping at the cost and liability of the client.

9. Permits, Approval, Authorisation, Inspections

The contractual partner shall co-operate in taking all necessary actions to obtain any requisite licenses, authorisations, approvals or consents. These obligations are to be promptly fulfilled at the client's own costs. Proof of such fulfilment is to be exhibited. If an inspection is to be conducted by a certification committee, the client or his agent shall be present.

10. Taxes and Fees for Events

The client is responsible for filing and paying all taxes and fees. Should costs incur directly for the DCB, the client shall undertake to indemnify the DCB against these expenses.

11. Right of Access

Access to contractually specified rooms and areas shall be made possible for authoritative organs, official representatives, and DCB staff at all times. Dogs and other domestic animals are without exception prohibited from entering the DESIGN CENTER LINZ.

12. Duty to Furnish Information

At least three weeks before conducting an event, the client shall provide the DCB with exact written information about the type and timetable of the event.

13. Handing-Over of Hired Area

Handing over of the area or rooms shall consist of a walk-through with a representative of the DCB and the client or his agent. Any untoward damage, missing or nonfunctioning equipment shall be noted immediately, otherwise the client will be required to make good or pay for the repair or replacement of such damage. Walkthrough inspections shall be held immediately prior to and after the assembly and disassembly work has been carried out. Any damage to the walls, floor ceilings, pipes etc. found at any time must be brought to the attention of the DCB immediately. Repairs will be carried out as soon as possible and at the cost of the client.

14. Obligation to be Present

The client or his agent shall be responsible for being present and reachable by telephone at all times for the duration of use.

15. Agent

The client's agent is empowered to accept with binding effect official instructions and/or other claims and declarations including those from the DCB on behalf of the client. (The name of the agent shall be determined when contractual agreement is made.)

16. Public Events

Events with a public audience are subject to particular regulations. These regulations are to be explicitly met in accordance with official codes regarding events with an audience.

17. Extremist Events

Should it become evident - at any time - that an event is of extremist nature, the DCB has the right to withdraw from the contract at no cost and without suffering any consequences whatsoever. (No time limit shall be set here.)

18. Distribution of Goods and Printed Material

The distribution or sale of goods, printed material, food, or any other items shall only be allowed with explicit consent of the DCB. The client shall be responsible for obtaining all necessary permits and liable for paying all fees (e.g. taxes). In making direct use of the DCB, the client shall indemnify and hold harmless the DCB for all costs incurred.

19. Standard of Event

The design and execution of the event, or the activity serving to achieve the contractual aim, shall be in accordance with the standard and reputation of the house

20. Promotion

DESIGN CENTER LINZ has the right to announce and promote events via its homepage and all social media platforms as well as press release & PR, printed matters and advertising media previously and after events.

Besides the DESIGN CENTER is allowed to use all photos and videos of every event. For the purpose of advance notice and promotion the lessee has the opportunity to provide photos, logos and content to the lessor (mail to barbara.eglseer@design-center.at).

Unless the lessee does not except in writing form (mail to barbara.eglseer@design-center.at) within 14 working days after signing the contract or after binding booking in any way, the lessor claims all aforementioned rights.



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The DCB shall be promptly informed as to the lessor's advertising intentions. The event may only be promoted using the name approved by the DCB. The hired areas are available for advertising purposes. The DCB reserves the right to specify and regulate the overall impression and design of any advertising erected. Advertising and commercial events outside the hired areas, the car parks and the area directly outside the DESIGN CENTER LINZ is forbidden without prior written consent. This includes the distribution of leaflets, brochures, gifts and stickers etc. on or around the premises and car parks. The following advertising is NOT permitted in or on any of the DCB premises:

All or any advertising which

- a) contravenes any regulation with regards to safety or good taste;
- b) could lead to injury or damage of third-parties such as acoustic or visual strain.
- c) could hinder visitor access and therefore the functioning of the event
- d) contravene official regulations especially with regard to fire safety.

The use of DESIGN CENTER LINZ logos and typeface is only allowed with the permission of the DCB. The rights for broadcasting music or displaying images from all forms of tape, film or electronic media must be obtained from the performing rights body (the AKM). The client is required by law to obtain the relevant rights from the AKM in good time prior to the event. Failure to do so may result in prosecution under the applicable playright laws.

The DCB reserves the right to remove or prohibit, without warning, any unauthorised advertising or activity. Any costs accrued will be charged to the client. This clause and any action thereon cannot be contested in a court of law. The decision of the DCB is final and binding.

21. Catering Services

Food services may only be provided by the company which has been designated to do so by the DCB. All necessary arrangements shall be made with this company. Food and beverages that have been otherwise brought may not be consumed, unless they are presented to guests at no charge by exhibitors.

22. Practising a Trade

Business and artistic activities that are practised commercially require prior consent of the DCB.

23. Recording and Broadcasting

Prior written consent of the DCB is required for producing and using sound or film recordings, as well as sound-carrier, radio, and TV recordings. Recording or mixing of sound and/or visual media is allowed only with the prior consent of the DCB and in accordance with the applicable recording and performing rights regulations.

24. Terms of Payment/Down Payment

The Design Center Betriebsges.m.b.H. is entitled to demand payment of a bank guarantee from the contracting party without having to stipulate a reason. A down payment of 25% of the total amount expected to be charged for hire and additional services is due at the conclusion of the agreement.

25. Payment Schedule

At least one month before commencement of the event the expected entire amount to be paid less down payment must be received in full.

26. Final Account

No later than six weeks after the event the final bill shall follow including payment for rent and all supplementary services plus VAT at a rate specified by law at that time. This balance shall be due within two weeks of billing date, or refunded by the DCB to an account specified by the client.

27. Default or Late Payment

In case of default or late payment the client shall pay the DCB an additional charge to the amount of 6% above the National Bank discount rate plus VAT.

28. Withdrawal from Contract

The DCB has the right to withdraw from the contract if:

- a. the client has defaulted on payments,
- b. necessary official permits have not been provided to the DCB, or not been obtained, or the event has been forbidden by officials,
- c. it becomes known to the DCB that the planned event contradicts the agreement, violates existing legal requirements, or a disturbance of public order or security is to be feared,
- d. the building or other areas wholly or partially must be closed or evacuated as a result of an Act of God or force majeure. In this case, claims for compensation or cancellation of the contract from the client's side will not be entertained. This includes reduction in exhibition area, passages and entrances, which may be required by official regulations or for repair. In this case the DCB will attempt to calculate a non-negotiable reimbursement.
- e. bankruptcy proceedings have been opened up against the client's assets, or
- f. the client has defaulted for more than 30 days on payment of other contract(s).

In such cases the client shall not be entitled to make any claims against the DCB.



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29. Withdrawal from Contract by Client

The client may withdraw from contract by unilateral written acceptance of the following terms of cancellation.

30. Terms of Cancellation

When cancelling the contract up to one year prior to scheduled event 15%; up to six months 25%; up to two weeks 50%; and thereafter 100% of the entire expected contractual payment including VAT shall be due for payment, respectively. In addition, the DCB shall be reimbursed for all costs and expenditures incurred.

31. Liability

The client shall assume total risk of the event being conducted, including preparation, construction, execution, and dismantling. The client shall be held liable for all damage including consequential damage, to whose disadvantage whatsoever, caused by those authorised and/or employed by him, an agent of his, and/or one of his visitors or guests. This goes particularly for

- damage to building and inventory as a result of the event,
- damage occurring from objects being brought in during construction and dismantling,
- all consequences resulting from exceeding agreed maximum number of visitors, as well as those resulting from insufficient placement of security staff.
- all damages resulting from delayed clearing of event and/or any other violation of the contract regarding clearing of event, particularly including charges for damage to credit-worthiness and reputation incurred by the DCB for non-leasing and/or leasing only at a low rate. The client is explicitly obliged to hire professionally qualified personnel.

The DCB shall only be held exclusively liable for damages premeditatedly or negligently caused by itself or a person, for whom the DCB assumes full responsibility.

32. Accidents/Insurance

The DCB does not accept any liability for accidents involving users or visitors of the objects under contract. The contracting party must be concluded with a coverage of EURO 3,500,000.00 for the Design Center (for events at the Design Center). The contractual partner takes notice of the fact that he must take out liability insurance (event organizer third party liability) in the amount of EURO 1,500,000.00 (personal injury and damage to property) for events at the Bergschlössl. The Austrian insurance conditions for this amount are valid. The policy along with the confirmation of premium payment must be presented upon request at any time during the coverage period.

33. Lost Articles

The DCB shall not be held liable if the client, his employees, agents, visitors, or guests loses any articles during the event or in connection with it. This is also valid for theft. Property insurance policies (theft, burglary, or fire damages, etc.) are to be taken out by the client himself. If required, availability of adequate insurance policies can be provided. Under conditions laid down in Provision 33 the client may deposit valuables, luggage, or money into rooms and/or safes designated by the DCB.

The DCB is entitled to carry out inspections of all persons listed above for preventing or proving miscellaneous offences against property. The client is obliged to pay a cash deposit at a rate determined by the DCB covering miscellaneous damage caused by the persons listed above.

34. Brought-in Items

The DCB shall assume no liability whatsoever for items of any kind (even machines, instruments, etc.) that are brought into the DESIGN CENTER LINZ. The client shall assume all risks and, among other things, fully indemnify and hold harmless the DCB from any responsibility and liability for any claims and/or suits by third parties. Security will not be supplied by the DCB.

35. Technical Disturbances

The DCB shall assume no liability for technical disturbances, interruptions in or disturbances of energy supply (electricity, water, etc.), as well as operational disturbances of any kind, as long as they are neither premeditatedly nor negligently caused by DCB employees or agents.

36. Failure to Dismantle On Schedule

In accordance with provision 8 the DCB shall furthermore not be held liable for items that have not been removed or put into storage.

37. Written Form

All agreements must be made in writing before becoming effective.

38. Oral Statements

When in danger of being delayed (e.g., during an event), an oral statement to the client or his agent suffices. Written confirmation of oral statements must follow within 48 hours.

39. Immediate Measures

Should the client or his agent leave the premises or be unavailable before or during the event or during the contractually bound use, the DCB is empowered to take measures that it deems appropriate without having to prior notify the client of his liability, risk, and possibly ensuing costs.



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40. Notification

All notifications sent by the DCB to the address specified by client shall be deemed effective when sent to the client by registered mail. The client shall assume both transport and delivery risk.

41. Compensation

The client may not compensate his contractual obligations, to which he is bound, with alleged or factual counter claims.

42. Transferral of Rights

Without prior written consent of the DCB the client may neither wholly nor partially transfer either with or without payment any of the rights or claims to which he is entitled (in particular leasing rights) to a third party. The client may also not have these rights exercised for him by a third party. Even with approved transferral of rights the client shall be held jointly and severally liable along with the third party for all obligations to the DCB.

43. Employees

All those persons working at the DESIGN CENTER LINZ and those contracted by companies are obliged to comply with current legal employment regulations.

44. Laesio Enormis

Both contracting parties waive their right to pursue legal action for claims above or below half of the true value.

45. Site Inspections

The client shall note that the DCB is entitled to conduct inspections of the room(s) and area(s) used by the client at any time during term of contract, as far as the aim of the contract or justified interest of the client is not seriously impaired.

46. Stamp Tax and Legal Fees

All stamp taxes and legal fees ensuing from this contract shall be paid by the contracting partner.

47. Place of execution/Governing Law/Forum

Austrian law shall apply to all legal relations arising in connection with this contract. The German text shall prevail over all others for all matters of interpretation and construction. Linz shall be the place of execution and payment of all liabilities arising from any title whatsoever. In accordance with paragraph 104 Linz shall be the venue for all legal disputes arising from this contract. The DCB reserves the right however to pursue legal action against client in a court of his legal jurisdiction.

48. Statutory limitation and warranty

Any claims of the contractual partner against the DCB shall be put forward in writing within 6 months from the end of the event, in default whereof they become statute-barred. The contractual partner is obliged to indicate defects of the goods, which he determined or

should have determined in the normal course of business after delivery via inspection within the agreed rental period. As and where appropriate, DCB shall only be liable for damages in the event of intent or gross negligence. In the event of minor negligence, DCB shall only be liable for personal injury. In the event of indirect damages, loss of profit, loss of interest, omitted savings, consequential damages and pecuniary damages, damages arising from third party claims, as well as in the event of loss of data and programs and their recovery, DCB shall not be liable. Our services are always severable. In the event of a warranty, DCB has the right to choose between improvement, replacement, price reduction or rescission.

49. Technical Information

* **Electricity:** The provision of electrical sockets can only be carried out on receipt of the correctly completed order form accompanied by a plan with the exact positions and type of sockets required marked upon it. This application must be signed by the client and received at least 2 weeks in advance. Reservations and changes made after this time will sustain a surcharge of 20%.

Standards: Supply voltages on the premises are 230V/50Hz for single-phase; 400/220V 50Hz for 3-phase and 220V/50Hz for breaker-less supply. Voltages and frequency will be kept as stable as possible. The DCB will do its best to restore supply in the event of a failure. Compensation for failure of the power supply will not be made.

* **Water:** The provision of water can only be carried out on receipt of the correctly completed order form accompanied by a plan with the exact positions marked upon it. This application must be signed by the client and received at least 2 weeks in advance. Reservations and changes made after this time will sustain a surcharge of 20%.

Standards: The maximum diameter of water pipes are 1" for the supply and 50mm for the return and drainage. Water pressure is between 4.0 and 4.5 bar. The supply and return pipes will be laid by the shortest route to the mains supply. Installation of pipes from the supply to the stands must be carried out by the contracted plumbers provided by the DCB. The client may not undertake this work himself.

* **Compressed Air:** The provision of compressed can only be carried out on receipt of the correctly completed order form accompanied by a plan with the exact positions marked upon it. This application must be signed by the client and received at least 2 weeks in advance. Reservations and changes made after this time will sustain a surcharge of 20%.

Standards: Compressed air pipes are 1" dia. Air pressure is between 7.5 and 10.0 bar. Flow rate at 7.5bar = 2.49m³/h; at 10bar = 2.17m³/h. Maximum overpressure conforms to DIN 1945 Appendix F. The supply and return pipes will be laid by the shortest route to the mains supply. Installation of pipes from the supply to the stands must be carried out by the contracted plumbers provided by the DCB. The client may not undertake this work himself.

* **Communications Connections** (Telephone, Telefax, Dateg-P, ISDN, Cable- TV or internal computer connections): The provision of these communications links can only be carried out on receipt of the correctly completed order form accompanied by a plan with the exact positions marked upon it. This application must be signed by the client and received at least 2 weeks in advance. Reservations and changes made after this time will sustain a surcharge of 20%.



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* **WLAN:** The operation of transmitters using the below defined characteristics (access points, intercom systems, etc.) is only permissible after previous written agreement by the Design Center. The agreement can also contain restrictions (transmission power, channel usage, etc.). The agreement with the Design Center Linz is to be obtained at least 10 working days prior to the planned in-service phase. If this requirement is not met, the exhibitor and/or the operator are responsible for any resulting damage. The given agreement can be withdrawn and further operation forbidden if the possibility of detrimental affects on existing equipment cannot be excluded. If equipment is found that has not been approved, the Design Center Linz reserves the right to immediately disconnect the equipment and hold it in safekeeping. Claims cannot be made against the Design Center in connection with the problem described, even if despite agreement, the equipment does not function or

WLAN / Wireless Audio Video: 2.412 GHz to 2.472 GHz

Dect: 1.880 to 2.120

Remote control: 27.105 - 27.135 MHz

35.050 - 35.880 MHz

40.665 - 40.695 MHz

Voice transmission: 433.35 MHz.

433.55 MHz

433.65 MHz

433.75 MHz

433.85 MHz

50. Waste Disposal

In accordance with the waste disposal law in effect since October 1993 we would point out that the client is responsible for the removal of waste produced during the event as well as that produced from the construction and dismantling required. Any such materials must be removed by the client or his cleaning contractors, using the containers provided and in compliance with the waste disposal regulations relating to separation of recyclable waste (paper, cardboard, glass, metal, plastics etc). Otherwise the DCB is authorised to carry out the disposal at the cost of the client. Reusable and recyclable materials may be stored temporarily during the event at extra cost.

51. Cleaning

If the client requires thorough, interim or light cleaning to be carried out, it may be ordered in advance by completing and returning the relevant order form. The resulting contract will be between the client and the cleaning sub-contractor directly. Cleaning personnel provided by the client may only be used after event and with express and prior written consent of the DCB. The cleaning staff must sign-in and out with the porter. Arrival and departure of staff must be by the shortest route via the porter's lodge. Any persons found on the premises who have not observed these regulations will be regarded as trespassers and be required to leave the premises and may have charges brought against them.

52. Adhesive Tapes

Only the double-sided adhesive tape supplied in-house may be used to fix carpets, tiles or decorations to the floors and walls. Please refer to the general price list for charges.

53. Flooring

Only free-lying carpets and squares may be used to carpet the floors. Use of adhesives or self-adhesive carpeting is not allowed. Only the use of the adhesive tape noted in point 52 may be used, provided all traces of tape and adhesive are removed by the client after the event.



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54. Planning

The client or his representatives are obliged to obtain all necessary technical information and exact measurements themselves from the area and rooms to be hired where necessary, before the start of planning or construction work. Basic plans of the rooms and areas can be provided by the DCB on request - no responsibility can be taken for their accuracy.

Beams, pillars, supports, walls and all technical installations may not be stressed or loaded during the erection or dismantling of constructions. Water sprinklers activate automatically in case of fire. For this reason it is not permitted to install any equipment near the sprinklers which might lead to a significant rise in room temperature near the sensors. Scale plans showing the position, size and loads on all structures outside the premises must be submitted to the DCB for authorisation at least 2 weeks in advance. Changes to the structure of the premises are not allowed.

Stand heights: 2.5m (taller stands must be authorised by the safety officer)

Stand roof: 80% permeability, otherwise permission must be obtained from the local authorities.

Outdoor construction: Exact scale plans must be provided at least 2 weeks in advance, showing location, size and loads of all planned constructions. Building and planning permission must be obtained from the local authorities where applicable.

55. Security

The building is patrolled day and night by one security guard. The DCB shall not be held responsible by the client for any article brought in by the client. The DCB will not reimburse or replace any such damaged, lost or stolen articles. The security personnel is not authorised to enter into any agreement with the client regarding security. Any such agreement will be purely between the client and the security company involved. Extra security should be ordered by returning the relevant completed order form. The form will become the basis for a call for tenders amongst authorised and selected security firms. Any agreement made will be between the client and the security firm chosen. The DCB accepts no responsibility for any contract entered into. Such security personnel provided by the client must also conform to the following regulations: they must sign in and out with the porter. The security personnel may only enter areas pertinent to their rôle. Access to and from the premises must be by the quickest route via the porters lodge. Any persons found on the premises who have not observed these regulations will be regarded as trespassers and be required to leave the premises and may have charges brought against them.

The use of guard and watch dogs on and around the premises requires the special permission of the DCB.

56. Car Parking

Access and parking for motor vehicles: The traffic signs and road markings are binding and are to be treated as public highway signs. Non-observation of these signs may result in sanctions by the DCB. During the assembly/disassembly phase of the event, the DCB will accept and issue special permits for vehicles identified by the client. The DCB reserves the right to search and check all persons, vehicles and goods delivered or removed from the site. Access to the premises of the DESIGN CENTER LINZ (fire access, escape routes etc. must be kept clear at all times. Fire regulations stipulate that a corridor of at least 4.5m width be kept free around the whole building. Driving and parking of motor vehicles inside the buildings is not allowed. The DCB is authorised to remove any incorrectly-parked vehicle without notice, at the cost of the owner. Depending on availability, long-term reserved parking can be arranged at reasonable extra costs.

57. Safety, Accident Prevention and Legal Requirements

The client is obliged to conform and comply with all current and applicable security, safety and accident prevention regulations for the whole period of assembly, even and disassembly. This includes regulations stipulated by the DCB. Access will be given to all representatives of the DCB, local authorities and safety services, and the client must carry out their instructions in the event of an emergency. Police, fire and ambulance services must be alerted immediately in case of emergency. The DCB reserves the right to, at any time, check and test the safety conditions, and to take any action necessary to ensure compliance with the regulations, to be charged the client, or to prohibit the action if deemed necessary. The DCB can forbid the use of any machine or equipment etc. that it considers may be a risk to health, safety or the public image of the DCB, its visitors or employees. The client undertakes to follow official guidelines and regulations in the event of an emergency.

Furthermore, the client accepts liability for any damage or injury to persons, goods, buildings and capital caused by his event either by himself or his employees or representatives. Where necessary, permission from trade unions, police and local authorities must be obtained and presented.



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58. Fire Safety Regulations

Fire extinguishers, sprinklers and alarms may not be covered, moved, enclosed or otherwise obstructed. All passages in and exits from the rooms and halls must be kept clear, at full width and may not be blocked partially or wholly at any time.

59. Other Security and safety regulations

Equipment operated on coal, gas or other combustible liquids may not be installed. Performances with open light, pyrotechnics as well as artificial fog emission are only permitted after previous agreement with DCB.

60. Deliveries/Post

Deliveries for which the addressee cannot be identified will not be accepted. If no other arrangements have been made to the contrary, such deliveries will be forwarded to our contracted delivery firm for storage (Schöffl Leopold GmbH & Co. KG).