

General terms and conditions

I Basis of Contract

1. All orders placed with us - mac messe- und ausstellungscener Service GmbH - are based on the following: the contents of a contract made by the parties, the order confirmation, the offer, these General Terms and Conditions, the legal provisions of the German Civil Code (Bürgerliche Gesetzbuch of the Bundesrepublik Deutschland), especially the provisions of Hire and Works Contract Law, the Fee Structure for Architects and Engineers.

2. Any deviations from these General Terms and Conditions require written agreement.

II Terms of Contract

1. All deliveries of goods and provision of services are subject to the terms below. They also apply to all future legal relationships between the Client and us. Any contractual terms of the Client will become part of this contract only if acknowledged in writing by us.

2. By placing the order with us, the Client accepts these General Terms and Conditions.

III Offer, Offer Documents and Design Documents

1. Unless otherwise stated in the offer, the offer is non-binding.
2. If offers are drawn up based on information supplied by the Client and documents supplied by the relevant exhibition authorities, we do not accept any liability for the correctness of information and documents we received, unless their incorrectness or unsuitability remains undiscovered as the result of intent or gross negligence.
3. Offers, plans, designs, drawings, production and installation documentation, and descriptions of event concepts remain our property with all attached rights, unless explicitly stated otherwise in writing.

IV Contract Formation

The parties make the contract by means of our written order confirmation. In addition, orders placed are deemed accepted if not refused within one month of receipt.

V Prices

1. Offered prices are valid only for a complete order of all items offered.
2. All prices are quoted strictly net ex place of production or shipping depot and do not include packaging, freight, postage, insurance, etc.
3. Offered prices are valid for four (4) months from contract formation. After four (4) months, we are entitled to pass on to the Client any increases in price from the producer or contractors or in wages. The Client may cancel the contract if the price exceeds by more than five (5) percent the price quoted at the time the contract was made. In that case we are entitled to remuneration for services rendered up to this moment, whereas the services provided also include claims by third parties we commissioned with confidence that the contract would be fulfilled. Further claims are excluded by both parties.

4. If commencement, progress or completion of the work is delayed for reasons outside our responsibility, we will be entitled to charge separately for any additional expenditures incurred as a result. The rates charged for working hours (including travel and loading times), any vehicle costs, material costs and other prices chargeable by us will be those valid on the day of execution.

5. Services not taken into account with the offer that are provided at the Client's request, or any additional expenses incurred as a result of incorrect information supplied by the Client or the event organizer, or transportation delays through no fault of our own, or inadequate hall or surface conditions, preparatory services being finished late or unprofessionally by third parties – unless they are our fulfillment assistants – will be charged to the Client. The basis of calculation noted in item V.4. (above) will apply.

6. Services and purchases made on behalf of the Client at his request within the scope of planning and implementing his participation in the exhibition are to be paid separately. For any expenditures so incurred, we are entitled to charge a commission on the amounts advanced. We are further entitled to assign in the name and on behalf of the Client such services to third-party contractors.

VI Delivery Date and Installation

1. If no deadline for the commencement and completion of the work has been expressly agreed, the completion or delivery date stated will be deemed an estimate only.
2. If after formation of the contract the Client makes changes or alters the design, previously confirmed completion or delivery dates will no longer be binding. The same applies for any obstacles occurring through no fault of our own, and particularly for the Client's late submission of documents and materials.

VII Freight and Packaging and Transfer of Risk

1. Our products, unless otherwise agreed, are always transported at the Client's cost and risk. Any packaging specially requested and considered necessary by us will be invoiced separately. The same applies to Client's transported goods.
2. Client's items to be used during production or installation must be delivered by the agreed deadline with carriage paid to our site or the installation site. Unless otherwise agreed, such items will be returned, carriage unpaid ex works or processing site, at the Client's risk.
3. Any risk is transferred to the Client, unless otherwise agreed, once goods leave our premises or are put at the Client's disposal. This also applies for a case in which carriage-paid delivery has been agreed.
4. If any goods ready for shipment cannot be shipped for reasons within the Client's responsibility, risk is transferred to the Client on the day the goods are ready for shipment. Our duties will be deemed fulfilled after delivery of a Ready for Shipment notice is sent to the Client.
5. If exhibits of the Client are to be transported with our products, the above regulations apply accordingly.

VIII Acceptance/Handover

1. Acceptance or handover takes place formally and immediately upon completion. The Client is obliged to be present on the day of acceptance, or to assign a duly authorized agent to represent him. It is expressly acknowledged that in special circumstances, it is not unreasonable to schedule an acceptance appointment one hour before the exhibition opens.
2. Any incomplete services or reported defects will be rendered or remedied as soon as possible. If the issues do not materially interfere with the function of the contract, they do not justify withholding acceptance.
3. If the Client uses the services provided, or a part thereof, without prior formal acceptance, his acceptance is presumed granted through his use of the services.
4. If we have put goods and services at the Client's disposal under the terms of a lease, then at our request, a formal handover of the leased item(s) is to take place immediately at the conclusion of the exhibition. The Client is obliged to be present at the handover or to assign a duly authorized agent to represent him.

IX Warranty

1. The warranty is regulated by the German Civil Code provisions for work contracts and in the case of rental contracts, by the provisions of rental regulations.
2. Under this warranty, the Client can first and foremost ask for remedial work only. The type and manner of appropriate remedial work is at our discretion. We may at any time choose to provide replacement items. Any further claims, especially to reduce prices or withdraw from the contract, can be made by the Client if two attempts fail to resolve the same problem.
3. The warranty does not extend to defects which arise during Client's use that can be attributed to natural wear and tear, dampness, intense heat or improper handling or unsuitable storage. In the same way the warranty does not extend to reasonable variations in shape, dimensions, color and texture of materials.
4. The Client is obliged to inform us immediately of any defects and to give us an opportunity to come to appropriate conclusions.
5. If notification of defects is delayed, or no provisos of known defects were made at the time of acceptance, warranty claims will lapse in their entirety.
6. Warranty claims also will lapse if the Client makes changes himself, or if he makes it difficult or impossible for us to establish and remedy the defects, which applies as a rule to any notifications of defects once the exhibition has ended.

X Liability

1. Claims based on defects and claims for compensation for goods and services provided by third parties at the request of the Client are excluded, unless we have breached our duty to take due care when choosing such third parties.
2. We are not responsible for the exhibitor's goods, unless safekeeping has expressly been agreed in writing. In this case, we will be responsible only up to the limits covered by insurance insofar as we are not accused of intent or gross negligence.
3. If planning and designs only constitute the subject matter of the contract, we contend that we alone are able to realize the plan or design accordingly. Further claims are excluded.
4. We are not liable for free advice, information, or any other services provided free-of-charge.
5. Claims for compensation related to damages of any kind, including from damages that do not involve the contract item, but rather delay or breach of duty, for example, are excluded if the damages did not result from intent or gross negligence and if fulfillment of the contract is not prevented or jeopardized by the exclusion of such claims. The limitation of liability applies to the same extent to our vicarious agents. In cases of gross negligence, however, our liability is limited to the foreseeable damage typical to the contract. Claims for damages arising from injury to life, body and health and claims under Product Liability Law remain unaffected. In these cases, legal regulations apply.
6. The Client is liable to us for all items put at his disposal on a lease or rental basis, including the exhibition stand, in the amount of the reconstruction costs for repairable damages, or for replacement costs (in the event of destruction or loss).

XI Insurance

1. Material we take over from the Client will be insured at the cost and expense of the Client.
2. Transport damages are to be reported to us immediately. For shipments via forwarding agents, any damage is to be documented on the consignment note and for shipments by train, an official certificate regarding the damage is to be obtained from railway authorities and forwarded to us.

XII Basis for Credit

The prerequisite for our obligation to provide services is the Client's creditworthiness. If the Client has given us incorrect or incomplete details about his person or his creditworthiness, or has ceased making payments, or if insolvency proceedings have been initiated against his assets or application has been made to open insolvency proceedings, we are not obliged to provide any services. In such cases, we may demand cash in advance or other suitable securities to safeguard our entitlement to remuneration. If the Client does not comply with these requests, we may terminate this contract for good cause in accordance with item XVII of these General Terms and Conditions, or may withdraw from the contract and claim compensation. The amount of compensation is regulated as per item XVII,3. of these General Terms and Conditions.

XIII Retention of Title

1. All sold delivery items will remain our property until all obligations under the contractual relationship between the parties have been fulfilled.
2. Without our express agreement, the Client is not entitled to resell reserved goods, or to process or use them in any way. Irrespective of this, the Client assigns any claims to payment arising from resale of the reserved goods to us at this point. We accept this assignment.

XIV Industrial Property Rights and Rights of Use

1. Planning, drafts, designs, production and installation documents, descriptions of concepts as well as descriptions of exhibition and event concepts etc. remain with all rights in our property, even if they have been handed to the Client. The information we provide constitutes trade secrets in the sense of § 2 of the trade secrets law (GeschGehG) and may be used only within the scope outlined in § 3 Abs. 2 GeschGehG. A transfer of rights of use, excluding those necessary to fulfill the contract, is possible only with an express written agreement, regardless of whether special protection rights (e.g., copyright) exist or not. The Client pledges to refrain from any other use in any form, in particular the reproduction and distribution, disclosure to a third party or a direct or indirect replica, insofar as it is not required for the performance of the contract.
2. If the client realizes exhibitions or events which essentially correspond to our planning and concepts, it is presumed that the client is in violation of point 1 of these General Terms and Conditions. The client is at liberty to prove the contrary.
3. In the case of an infringement of the obligations listed in point 1, we can claim at a minimum additional fees for the planning, design and conceptual services according to the fee structure for architects and engineers (HOAI). Other claims for damages remain unaffected.
4. Furthermore, in the case of an infringement of the obligations listed under point 1 involving the rental of performance results, particularly with regard to a replica of our design, we can claim damages up to 50 percent of the agreed rental fee. The client is at liberty to prove that damage has not occurred or not in the amount stated.
5. If the Client provides materials or documents for the production of the contract item, the Client warrants that the work for the production and delivery performed in accordance with his documents does not infringe on the industrial property rights of third parties. We are not obliged to check whether information and documents handed over by the Client for production and delivery infringe on any third-party property rights. The Client pledges to indemnify us immediately from any possible claims for damages by third parties and to pay any damages arising from the infringement of any property rights.

XV Terms of Payment

1. Unless otherwise agreed, any amounts invoiced are immediately due for payment upon receipt of the invoice. No deductions of any kind whatsoever apply; no interest is paid on advance payments.

2. Unless otherwise agreed, we are entitled to request payments in part. Partial payments are due according to the following schedule: 35 percent of the contract price when the order is placed, 35 percent three weeks before the stand is handed over; and 30 percent when the stand is handed over.

3. If the Client does not meet his obligations to pay or does not pay on time, he is not entitled to use our services. If services are rendered and an exhibition booth is provided on a rental basis, the Client is obliged to return all rented items and materials or the exhibition booth at our request and without delay.

XVI Setoff and Assignment

1. Any set-off against disputed and not legally recognized counterclaims is excluded for the Client. The same applies to the assertion of rights of retention

2. The Client's rights arising from this contractual relationship are transferable only with our prior consent.

XVII Termination

1. Should the client terminate or withdraw from the contract, we are entitled to the agreed remuneration for all services rendered up to that point. With regard to services not rendered, the parties agree that 40 percent of the agreed remuneration shall be considered saved expenses, which are to be offset against the remuneration claim, unless the Client proves that the expenses saved were higher. We must allow the remaining remuneration to be offset by the amount we acquire or we maliciously fail to acquire through other use of our labor force.

2. The right to terminate for good cause remains unaffected. The prerequisite, however, is a previously written demand from the Client to eliminate the good cause within a reasonable period of time and the deadline has passed without any success. Good cause is said to exist when the Client does not fulfill his obligations to pay or breaches the negative stipulation according to these General Terms and Conditions.

3. The regulations in point 1 above apply if we terminate the contract for good cause or if the Client withdraws from the contract for reasons for which he is responsible.

XVIII Force Majeure

1. Definition

Force Majeure or an Act of God is an event which hinders or prevents a party from meeting its contractual obligations or a part thereof when the performance failure or delay can be attributed to the fact that

- a) the obstruction lies beyond the reasonable control of the affected party
- b) it could not have been reasonably foreseen at the time the contract was entered into
- c) the effects of the obstruction cannot be prevented or resolved with economically acceptable means, including with the extreme care that can be reasonably expected under the circumstances, or cannot be eliminated in any other way by the affected party

The following events are said to be force majeure:

War, military mobilization, civil war, acts of terror, sabotage, government actions including imposed embargoes or sanctions, legal regulations or official orders, plagues, epidemics, natural catastrophes, geological changes or other external natural events, destruction of production systems, obstruction of transportation and telecommunications, information systems or energy supplies, strikes and lockouts.

2. If the occurrence of force majeure results in an interruption of the work, the parties to this contract are released from their obligations for the duration of the disruption. If the occurrence of force majeure results in an interruption of the work of more than four months or makes successful performance of the work impossible, the parties have the right to terminate the contract.

The party whose performance cannot be completely fulfilled as a result of force majeure is entitled to compensation for the services provided prior to the reasonably presumed time of the occurrence of the force majeure event. Proof of performance is to be supplied by the party providing the services.

If the leasing of mobile objects is covered by the contract, it is presumed that in the event of a termination, a cancelled trade fair or evidence of other obstruction caused by force majeure, appropriate remuneration is:

- 0 percent of the agreed fee up to 50 days prior to scheduled installation;
- 35 percent up to 30 days before installation; and
- 80 percent up to 10 days before installation.

The agreed fees shall be paid in full from the time we begin construction work or provide services.

Claims for compensation are excluded. The other party to the contract is permitted to provide evidence that damage was not incurred or that any damage that was incurred involved a significantly lower amount than the above-mentioned remuneration

3. After the occurrence of a force majeure event, each party to the contract is obliged to give the other party all details without delay and, insofar as not regulated in the preceding paragraphs, to adapt in good faith its contractual obligations to the changed circumstances.

XIX Data Protection

We declare that within the scope of the business relations or in connection with them, all personal data, regardless of whether they come from the Client or from third parties, are processed in accordance with the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG)

XX Place of Performance and Court of Jurisdiction

Place of Performance and Court of Jurisdiction for any disputes arising between the parties from this contractual relationship is the place of our legal seat insofar as the Client is a Commercially Registered Merchant, a legal entity of public law or of separate estate public law. The contractual relationship is subject to German Law.

XXI Final Provision

If any individual provision is deemed invalid partially or in its entirety, the validity of all other provisions remains unaffected.