

General Terms of Contract for Exhibitor Services of Messe München GmbH

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1. These General Terms of Contract for Exhibitor Services shall apply to the contractual relationship between exhibitors and Messe München GmbH. If exhibitors conclude direct contracts with Messe München GmbH's contracting companies, the terms of contract agreed between the exhibitor and the contracting company of Messe München GmbH shall apply.
2. In case of outside services, Messe München GmbH will pass on order forms, applications for permits, etc. to a contracting company or the responsible authorities. No rights or obligations shall arise for Messe München GmbH from this activity. If Messe München GmbH itself provides the services, it is entitled to use subcontractors. In the case of guest events, payment can be collected by the organizer concerned.
3. Messe München GmbH is not obliged to check information supplied by the exhibitor for accuracy or completeness. The exhibitor shall be liable in case of doubt.
4. All prices listed in these Order Forms for Exhibitor Services are net prices unless otherwise specified. Said prices are subject to VAT at the statutory rate.
5. Any objects rented to the exhibitor are intended only for the purpose agreed (for use at the exhibition stand for the duration of the trade fair) and for the length of time agreed (duration of the trade fair plus time for setting up and dismantling). The exhibitor is liable for damage to or loss of rented objects during the rental period. If the exhibitor's liability is conditional upon fault, he must prove that there was no fault on his part. The rental period begins with delivery to the stand and terminates on return or collection by Messe München GmbH or its subcontractors, even if the exhibitor has already left the stand. Exhibitors are advised to insure rented objects against theft for the duration of the rental period. The exhibitor will be charged at the replacement value for rented objects not returned. In case of damage, the repair costs will be charged if replacement is not necessary. The costs of delivery and collection of the rented objects are included in the rental fee unless otherwise stated in the relevant order form.
6. Messe München GmbH is liable for personal injury (injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or employees are responsible, as well as for other damage caused by willful or grossly negligent breach of duty by Messe München GmbH, its legal representatives or employees.

Messe München GmbH is also liable for any damage caused by negligent breach of cardinal duties by Messe München GmbH, its legal representatives or employees; cardinal contractual duties include obligations, the fulfillment of which is absolutely necessary for the due execution of the contract and the compliance with which the other contracting party must generally be able to rely on and trust in. In such cases Messe München GmbH is liable only if the damage concerned is typical damage and not consequential damage and only up to EUR 100,000 per claim. Vis-à-vis exhibitors Messe München GmbH is under no circumstances liable for damage to and loss of items brought to the fair by the exhibitor and stand equipment, whereby it is immaterial whether the damage or loss occurs before, during or after the fair. The same applies to vehicles parked by exhibitors, employees or persons appointed by the exhibitor at the trade fair center and on its grounds.

7. Online orders and/or orders on the order forms provided by Messe München GmbH (order forms for exhibitor services) are processed by Messe München GmbH if they are received by Messe München GmbH punctually, i.e. no later than the order deadline stipulated in the terms of order. Messe München GmbH may demand payment of a surcharge pursuant to the terms of order for any orders received after the order deadline. Messe München GmbH may provide its services via subcontractors.

Orders must be accepted by the contractor concerned. Acceptance may be given tacitly, i.e. by providing the service or product ordered. Exhibitors do not have a claim to acceptance of the order, unless the law gives rise to such a claim. Acceptance of the order can be refused, above all if the exhibitors concerned have not fulfilled their financial obligations to Messe München GmbH, e.g. those arising from previous events.

The exhibitor has no entitlement to Messe München GmbH accepting orders from a co-exhibitor. The exhibitor has the option of ordering services in his own name from Messe München GmbH for the co-exhibitor. Messe München GmbH may point this option out to the co-exhibitor.

If the order is accepted, then the exhibitor must be provided with the service or product ordered in good time as to be available at the beginning of the trade fair. However, Messe München GmbH is entitled to refuse to provide the exhibitor with the service or product owed, including the supply of electricity, water, compressed air, etc. as long as the exhibitor has not fulfilled his financial obligations to Messe München GmbH, particularly those arising from previous events. The collection of outstanding debts is permitted at the exhibition stand.

Notwithstanding any further provisions set out in the General and Special Terms of Participation of Messe München GmbH governing trade fairs and other events organized by Messe München GmbH, Messe München GmbH is entitled to demand a down payment on the service or product ordered up to the full amount of the agreed remuneration.

Instead of a down payment on the agreed remuneration, Messe München GmbH may raise an appropriate one-off advance charge for the exhibitor services it provides irrespective of the placement or scope of an order. The amount involved may depend, for example, on the size of the exhibition stand. The advance charge for services does not apply to stand construction services and publishing services (catalog entries, Internet services, etc.). The amount exceeding the advance charge for services will be invoiced to the exhibitor several weeks after the end of the event by way of the final invoice. Insofar as the advance charge for services exceeds the actual cost of exhibitor services incurred, the excess amount will be reimbursed to the exhibitor several weeks after the end of the event. The exhibitor is not entitled to payment of interest on the advance charge for services.

8. The exhibitor is entitled to cancel the services offered if the cancellation notice is received by Messe München GmbH prior to the expiry of the cancellation deadline pursuant to the terms of order. Should the cancellation notice be received by Messe München GmbH after the expiry of the cancellation deadline, the order is not considered to have been cancelled. In such case, Messe München GmbH is entitled to execute the order or not irrespective of whether it has already commenced with service provision on the stand. If it executes the order, the exhibitor has to pay the costs incurred for the order. If the order is not executed and service provision on the stand has not yet commenced, it may demand payment by the exhibitor of flat rate compensation of 10% of the costs incurred for the order. If the order is not executed and service provision on the stand has already commenced, it may demand payment by the exhibitor of flat rate compensation of 25% of the costs incurred for the order. The right of Messe München GmbH to demand further compensation remains unaffected. The exhibitor may demand a reduction in the flat rate compensation if he proves that Messe München GmbH only incurred fewer costs.

Amendment of an order may only occur in such a way that the exhibitor issues a cancellation notice for the services ordered he no longer needs (old order) and then places a completely new order for the services he still requires (new order). If the new order is received by Messe München GmbH after the order deadline stipulated in the terms of order, Messe München GmbH may demand payment of a surcharge in addition to the cost of the new order. The old order is considered to have been cancelled if the cancellation notice is received by Messe München GmbH prior to the expiry of the cancellation deadline pursuant to the terms of order. Should the cancellation notice be received by Messe München GmbH after the expiry of the cancellation deadline, the old order is not considered to have been cancelled. The old order will then however no longer be executed by Messe München GmbH. If Messe München GmbH has not yet commenced with service provision on the stand, it may demand payment by the exhibitor of flat rate compensation of 10% of the costs incurred for the old order. If Messe München GmbH has commenced with service provision on the stand, it may demand payment by the exhibitor of flat rate compensation of 25% of the costs incurred for the old order. The right of Messe München GmbH to demand further compensation remains unaffected. The exhibitor may demand a reduction in the flat rate compensation if he proves that Messe München GmbH only incurred fewer costs.

Both for the old and the new order, the same provisions apply as for any other order.

9. Messe München GmbH is entitled to withdraw from the contract or cancel it without notice and collect or decline to provide the items or services it has provided or is supposed to provide, if exhibitors fail to meet their financial obligations arising from this contract and still fail to do so after Messe München GmbH has sent them a reminder giving them a further five days time to make the necessary payment. If Messe München GmbH makes use of its right to withdraw from the contract or terminate the contractual relationship without notice, the exhibitor shall be liable for damages incurred by Messe München GmbH.
10. Invoices for services ordered and invoices for down payments are due for payment immediately upon receipt without deduction, specifying the customer number. They are payable free of bank charges in euros to one of the accounts stated in the invoice concerned.

For value-added tax reasons Messe München GmbH may only issue invoices to an invoicee other than the exhibitor or re-address invoices to an invoicee other than the exhibitor if the invoicee is the contracting partner of Messe München GmbH in respect of the services to be invoiced. If the exhibitor wishes the invoicee and not himself to be the contracting partner of Messe München GmbH, he may request the corresponding form from Messe München GmbH and complete it together with his legally binding signature and return it to Messe München GmbH. Messe München GmbH is not obliged to accept the invoicee named by the exhibitor and deviating from him as its contracting partner.

Insofar as Messe München GmbH has already commenced with service provision vis-à-vis the exhibitor prior to the receipt of this form, Messe München GmbH must invoice these services to the exhibitor.

If Messe München GmbH issues an invoice with German value-added tax (VAT) to an exhibitor whose registered office is located outside the Federal Republic of Germany, and if Messe München GmbH could have issued the invoice without VAT had the exhibitor provided the requisite information in good time, Messe München GmbH is entitled to charge the exhibitor a fee of EUR 50 for replacing the invoice issued with VAT by an invoice issued without VAT at the request of the exhibitor.

Should the exhibitor wish to have an invoice rewritten because the name, legal form, purchase order number, project number or address of the recipient of the invoice has changed, the exhibitor is obliged to pay Messe München GmbH a sum amounting to EUR 50 plus VAT for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and Messe München GmbH was responsible for the incorrect details.

11. All the exhibitor's claims against Messe München GmbH arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the provisions set out in Clause 12, any complaints about invoices are to be asserted in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.
12. The exhibitor is required to check as soon as possible whether services provided for him have been implemented properly. In order to avoid loss of all claims, written notice of obvious defects must be given immediately.

If equipment, installations or exhibits belonging to the exhibitor are exposed to specific dangers or risks (e.g. damage due to the effects of temperature, humidity, vibration, pressure loss, voltage fluctuations, etc.) the exhibitor is responsible for taking the necessary protective measures. The exhibitor is required to draw attention in his order form / application to any specific dangers his equipment, fittings or exhibition wares could represent to third parties or to property belonging to third parties.

13. If the exhibitor defaults on his payment obligations, the amount due to Messe München GmbH, i.e. the payment on which the exhibitor has defaulted, is subject to interest to be charged at nine percentage points above the base rate from the point in time at which the exhibitor is considered to have defaulted on payment. Any further statutory rights to which Messe München GmbH is entitled if the exhibitor defaults on his payment obligations remain unaffected.

14. The place of performance shall be Munich.

15. Insofar as the exhibitor is a trader, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction for all disputes arising from this contract or in connection with this contract. Messe München GmbH is also entitled at its discretion to assert its claims vis-à-vis the exhibitor with such court as is competent for the place in which the exhibitor has his registered office or branch office.

16. The additional terms in the order forms must be observed. In cases of doubt, the terms in the order forms shall prevail over the General Terms of Contract for Exhibitor Services.

The exhibitor also undertakes to observe—in addition to the Technical Guidelines—the regulations contained in the "Important Notes", which may be found right behind the index sheet of the Order Forms for Exhibitor Services.