

# General Terms of Contract for Exhibitor Services of Messe München GmbH

1. These General Terms of Contract for Exhibitor Services shall apply to the contractual relationship between exhibitors and Messe München GmbH (hereinafter referred to as MMG). If exhibitors conclude direct contracts with MMG's contracting companies the terms of contract agreed between the exhibitor and MMG's contracting company shall apply.
  2. In case of outside services MMG will pass on order forms, applications for permits, etc. to a contracting company or the responsible authorities. No rights or obligations shall arise for MMG from this activity. If MMG 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. MMG 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 this Exhibitors' Service Package 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 MMG 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 given back. 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. MMG is liable for personal injury (injury to life, body or health) caused by neglect of duty for which MMG, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by MMG, its legal representatives or employees. MMG is also liable for any damage caused by grave breach of cardinal duties by MMG, its legal representatives or employees. In these cases MMG is liable only if the damage is typical damage and not consequential damage and only up to EUR 100,000. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law.
  7. 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 MMG, e.g. those arising from previous events. If the order is accepted, then the exhibitor must be provided with the service or product ordered in good time for the beginning of the trade fair. However, MMG 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 MMG, particularly those arising from previous events. The exhibitor's payment is due in full upon receipt of the invoice. Notwithstanding any further provisions set out in MMG's General and Special Terms of Participation governing trade fairs and other events organised by MMG, MMG is entitled to demand a down payment on the service or product ordered up to the full amount of the agreed remuneration even before the corresponding invoice has been issued. If the exhibitor does not fulfil his financial obligations arising from this contract, MMG sends the exhibitor a reminder that payment should be made within 5 days and payment is still not made within this period, MMG is entitled to back out the contract and/or cancel it without notice and withdraw the items provided. If MMG 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 MMG. The collection of outstanding debts is permitted at the exhibition stand. Should the exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay MMG a sum amounting to EUR 50.00 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 MMG was responsible for the incorrect details. Value-added tax legislation prevents MMG from issuing or readdressing invoices for services that MMG has or will render to the exhibitor as its contracting partner, to an addressee other than the exhibitor.
- All the exhibitor's claims against MMG 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 8, any complaints about invoices are to be asserted writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.
8. 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 preventive 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 objects belonging to third parties.
  9. If the exhibitor defaults on his payment obligations, the amount due to MMG, i.e. the payment on which the exhibitor has defaulted, is subject to interest to be charged at 8 percentage points above the base rate from the point in time at which the exhibitor is considered to have defaulted on payment.
  10. The place of performance shall be Munich.
  11. The following shall apply to exhibitors with their principal place of business within the Federal Republic of Germany:  
If the exhibitor is a trader, legal person under public law or special fund under public law, the Munich courts shall have jurisdiction. MMG is also entitled, if it so wishes, to bring an action against the exhibitor at the court having jurisdiction at the exhibitor's principal place of business. The following shall apply to exhibitors with their principal place of business outside the Federal Republic of Germany but within the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters and the Lugano Convention:  
If the exhibitor is engaged in a trade or business and does not fall under the general jurisdiction of the Federal Republic of Germany, the Munich courts shall have jurisdiction for all disputes arising from or in connection with this contract. MMG is also entitled, if it so wishes, to bring an action against the exhibitor at the court having jurisdiction at the exhibitor's principal place of business. The following shall apply to exhibitors with their principal place of business outside the Federal Republic of Germany and outside the area of application of Regulation (EC) No. 44/2001, the EC Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters and the Lugano Convention:  
All disputes arising from or in connection with this contract whose value does not exceed EUR 100,000.00 shall be decided by the Euroarbitration of the European network REAM. The court of arbitration of the Italian Chamber of Commerce in Munich shall be the arbitration centre. Arbitration proceedings shall be held in Munich and conducted in German. A sole arbitrator shall decide on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award. Disputes exceeding a value of EUR 100,000.00 shall be subject to the arbitration of the court of arbitration of the Italian Chamber of Commerce in Munich with its rules of arbitration. Arbitration proceedings shall be held in Munich and conducted in German. A sole arbitrator shall decide on the dispute as seems fair and reasonable. The parties undertake to abide by the arbitral award.
  12. 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 the Exhibitors' Service Package.
- The exhibitor also undertakes to observe the regulations contained in form "Important Notes" which may be found just behind the index in the Exhibitors' Service Form CD-ROM Package.