

Data virtual exhibitor

Company (with legal form)*

Street/no*

Postal code/city*

Country*

Proprietor/president*

EU country

OR

Non-EU country

VAT-ID (EU countries)*

OR

Entry in register of companies (Non-EU)*

Is there a different contracting partner?* Yes No

Please send us a certificate of registration as taxpayer with the order form.

If you have ticked „Yes“, then please fill in the information of the different contracting partner on the following page.

Different contracting partner

- We request that the claims arising from our registration for the above event be asserted against the following jointly and severally liable contracting partner.
 We accept that we will only be released from our obligation to pay after full settlement of the claims of Mesago Messe Frankfurt GmbH.*

Company (with legal form)*

Street/no*

Postal code/city*

Country*

Website

EU country

VAT-ID (EU countries)*

◀ OR ▶

Phone*

Fax

General e-mail*

Proprietor/president*

Non-EU country

◀ OR ▶

Entry in register of companies (Non-EU)*

Please send us a certificate of registration as taxpayer with the order form.

Contact person Fomnext Connect

Contact person based at the virtually exhibiting company

<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.
Last name*
First name*
Phone*
E-mail (personalized)*

Is the address different from the virtual exhibitor?*

Yes No

If you have ticked „Yes“, then please fill in the following information.

Company (with legal form)*
Street/no*
Postal code/city*
Country*

Contact person at the contracting partner

If there is a different contracting partner, then please fill in the following information.

<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.
Last name*
First name*
Phone*
E-mail (personalized)*

Mailing address for invoices

Is there a different mailing address for invoices?*

Yes No

If you have ticked „Yes“, then please fill in the following information.

Mailing address for invoices

Company (with legal form)*

Phone*

Street/no*

Fax

Postal code/city*

General e-mail*

Country*

Website

EU country

OR

Non-EU country

VAT-ID (EU countries)*

OR

Entry in register of companies (Non-EU)*

Please send us a certificate of registration as taxpayer with the order form.

Is the contact person Formnext Connect the recipient of the invoice?*

Yes No

If you have ticked „No“, then please fill in the following information.

Invoice recipient

Mr. Ms.

Last name*

First name*

Phone*

E-mail (personalized)*

Order overview

I would like to order the following service (exhibitor package):

<input type="checkbox"/>	Basic package	EUR 4,100.00 + VAT
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<input type="checkbox"/>	Pro package	EUR 6,250.00 + VAT
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<input type="checkbox"/>	Unlimited package	EUR 9,600.00 + VAT
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Place, Date*

Signature*

Consent

In addition, we would be pleased to provide you with further suitable offers and services of Mesago Messe Frankfurt GmbH. We would therefore like to process and use your data accordingly. This means that we would also wish to pass on your details to our contractors within the Messe Frankfurt Group and to suitable sales partners within your own country.

I hereby agree to the processing and use of my data for the purposes specified above.

I also agree to receive information as specified above by e-mail.

You have the right to revoke your consent at any time with effect for the future. Please find details and further information on your rights in the [Privacy Policy](#).

We wholly accept the General Terms and Conditions of the Formnext Connect 2020 and that the contract is subject to German law. We further acknowledge and agree to be bound by Mesago's [Privacy Policy](#). In addition we acknowledge that we obtained the consent of employees of our company to disclose their personal information, if and to the extent that we make the information available.

Advertising opportunities

You would like to focus on targeted advertising? We offer you a large selection of individual possibilities to set yourself apart from your competitors at the Formnext Connect and generate more attention from your target group.

We are interested in the use of the advertising possibilities for the Formnext Connect and would like an individual consultation. Please contact us.

General Terms and Conditions for participation in the Formnext Connect 2020

1. Scope

These General Terms and Conditions for Services for the Formnext Connect 2020 are an integral part of contracts concluded between Mesago Messe Frankfurt GmbH (hereinafter Mesago) and the exhibitor governing the offered exhibitor packages. Mesago objects to the validity of deviating general terms and conditions of the exhibitor.

2. Orders / Contract Conclusion

(1) There are a number of different exhibitor packages, each having different content. The packages advertised by Mesago include service descriptions, which nevertheless do not constitute a binding offer by Mesago.

(2) The exhibitor's ordering of an exhibitor package shall constitute a binding offer. Such orders must be carried out using the forms provided by Mesago. To accept such an offer, Mesago will return an order confirmation. Mesago is free to accept the offer.

(3) Eligibility to take part in the Formnext Connect 2020 is reserved exclusively to exhibitors whose products fall thematically within the product groups listed on formnext.com. The decision about whether exhibitors meet this criterion shall be at the sole discretion of Mesago.

(4) Mesago will be entitled to engage third-party companies or subcontractors to perform the agreed services.

3. Prices, Terms of Payment, Right of Retention

(1) Unless otherwise agreed or stated, the prices quoted by Mesago are net prices in euros. Statutory sales tax will be added in each case.

(2) Mesago's invoices are due for payment as of invoice date immediately without deductions.

(3) The exhibitor shall be entitled to rights of offset only if its counterclaims have been upheld beyond legal appeal or are acknowledged by Mesago.

(4) The exhibitor shall only be entitled to rights of retention or rights to refuse performance if these are based on the same contractual relationship as the claim from Mesago and the counterclaims are based on a gross breach of contract by Mesago.

4. Profile Maintenance / Responsibility for Content

(1) The exhibitor alone is responsible for the timely maintenance of his profile.

(2) The exhibitor bears sole responsibility for the content of its profile and any damage incurred as a result. The exhibitor is responsible for the content and legal admissibility of the image and text documents provided and published on its exhibitor profile. Liability for ensuring that no property rights or other third-party rights are infringed by the data supplied by the exhibitor rests solely with the exhibitor.

Mesago is under no obligation to verify whether the data supplied by the exhibitor in order to perform the service infringe or may infringe property or other third-party rights.

(3) Mesago reserves the right to refuse publication of data and advertising content because of its content, origin, or technical form, on objectively justified grounds if, in Mesago's conscientious opinion, the content violates laws, regulations established by the authorities, or common decency, or if the publication thereof is unacceptable for Mesago. In arriving at this opinion, Mesago will take into account not only the content but also the overall appearance of the content from the viewpoint of quality and aesthetics. The exhibitor will be notified promptly of the refusal of publication.

(4) In the event of a breach of its obligations under subsections (1) and (2) above, the exhibitor shall indemnify and hold Mesago harmless against all claims for damages and other claims asserted by third parties, pay for all damages arising from the violation of property or other rights, and must make advance payments toward costs if so requested by Mesago.

5. Warranty for Defects

(1) The exhibitor shall review the published profile and give prompt notice of any defects without undue delay. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery.

(2) In any event, notices of defects must have been received by Mesago no later than seven days after the end of the Formnext Connect 2020.

(3) Defects liability covers rectification of defects only.

(4) The exhibitor shall only be entitled to demand withdrawal from the contract or a reduction in payment if rectification fails, is no longer possible due to the amount of time that has elapsed (e.g. the end of the event), or is unacceptable for Mesago.

(5) Mesago may refuse to rectify defects if the exhibitor has not duly fulfilled its contractual obligations.

(6) If a defect is reported late, any warranty claims shall lapse entirely. The same shall apply if the exhibitor itself makes changes or impedes the establishment of defects by Mesago.

(7) Mesago does not warrant the secure and defect-free availability of the profiles at all times.

(8) The warranty period is one year. This shall begin with acceptance of performance or, if acceptance is excluded due to the nature of the work, after the end of the event with expiry of 31 December 2020.

6. Liability for Damages / Compensation

(1) Any claims for damages against Mesago shall be excluded. This shall not apply

–in the event that a life, body or health injury is culpably (in the sense of the German legal term »schuldhaft«) caused by Mesago or one of its employees, collaborators, other vicarious agents or

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representatives (herein after: Mesago-Team),

– in the case that an intentional (in the sense of the German legal term »vorsätzlich«) or grossly negligent behavior of Mesago or of the Mesago-Team is the basis for the damage claim.

– in the event of a violation of a warranty (in the sense of the German legal term »Garantie«) granted by Mesago,

–in the case of mandatory liability, e.g. under the German Product Liability Act (»Produkthaftungsgesetz«),

– in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation. However in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation the liability of Mesago is limited to the amount of damages that is typically foreseeable. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the other contract party may regularly rely upon.

The aforementioned clauses do not imply any change of the burden of proof to the detriment of the contracting partners.

(2) If our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of the employees, collaborators and other vicarious agents and representatives of Mesago.

7. Early cessation of the contract

(1) Early cessation of the contract (including parts of the scope of services such as the use by co-exhibitors) shall only be possible with our approval. Contractually granted or statutory rights of withdrawal, revocation, termination or rescission remain unaffected. If the contract is ended early with our approval, the contracting partner shall remain obliged to pay us the full stipulated remuneration as damage compensation in lieu of performance. The contracting partner retains the right to prove that no damage was incurred or that much less damage than the stipulated remuneration was incurred.

(2) We shall especially have the right to terminate the stand lease agreement without notice if it is no longer reasonable for us to adhere to the agreement due to the conduct of the contracting partner. It shall »no longer be reasonable for us« for example, if the contracting partner is in default with a not insignificant portion of its payment obligations towards us or the contracting partner repeatedly breaches its other contractual obligations. In the event of termination without notice, we shall also be entitled to demand compensation from the contracting partner of the damage incurred by us due to the conduct of the contracting partner entitling us to terminate the agreement without notice.

8. Unforeseen Events

(1) In the event of compelling reasons beyond Mesago's control (for example, industrial action, legal orders, or official orders) or force majeure (extreme weather conditions, natural disaster, war, terror threat, fire, endangerment of life or health of participants), the performance periods for Mesago shall be extended by the period and scope of the existence of the circumstance or force majeure. In the event of the permanent existence of one of the circumstances or force majeure, all of the affected contractual obligations shall cease.

(2) If, in accordance with our experience, it becomes evident that the event cannot have the desired success for the exhibitor due to insufficient participation in the event or due to unexpectedly weak visitor interest, we may cancel the event. The corresponding declaration will be submitted to the contracting partner immediately after the above mentioned circumstances become apparent. In the event of a cancellation in due time, we shall not be obliged to compensate any expenses or damage.

9. Place of Performance, Jurisdiction, and Venue

(1) Insofar as the exhibitor is a merchant (Kaufmann) within the meaning of the German Commercial Code (HGB), a legal entity under public law, or special fund under public law, the place of performance, jurisdiction, and venue for all obligations and claims arising from the exhibitor package contract shall be Stuttgart. Any exclusive place of jurisdiction remains unaffected by this. We are also entitled to assert claims at the court having jurisdiction over the contractual partner's registered office.

(2) German law and the German text of these General Terms and Conditions shall apply exclusively. The terms of the UN Convention on Contracts for the International Sale of Goods (CISG) expressly do not apply.

10. Other Provisions

(1) The license terms, terms of use, and privacy policy of the platform used form an integral part of this contract.

(2) All agreements made between the parties must be made in writing. This also applies to the amendment or removal of this written form clause.

(3) If any provision of the contract governing the exhibitor package or any other provision of these General Terms and Conditions is or becomes invalid, either in full or in part, this shall not affect the validity of the remaining provisions of the contract or the General Terms and Conditions.

Last updated: August 2020