

mesago

**formnext**

7 – 10.11.2023

FRANKFURT / MAIN

# General terms and conditions

Mesago Messe Frankfurt GmbH

# 2023



## 1. Scope of application

- a) The following terms and conditions shall apply to the leasing of stand spaces, the ordering of services from the "Sales & Marketing Services (SMS)" range as well as other services by the contracting partner from the Mesago Messe Frankfurt GmbH (hereinafter: Mesago). Depending on the scope of the performances requested by the contracting partner, supplementary General Terms and Conditions of Mesago will apply.
- b) These terms and conditions shall form an integral component of all our offers and contracts, even in ongoing business relations, and shall also apply to all future transactions with the contracting partner.
- c) Any terms and conditions of the contracting partner shall not establish any obligations on our part, even if we have not expressly rejected them. Any earlier general terms and conditions or other terms and conditions of our own shall be replaced by these Terms and Conditions, unless expressly agreed otherwise with the contracting partner which must always be made in writing.

## 2. Conclusion of contract/contractual partners

- a) The leasing or booking has to be made by sending in the application form or otherwise accepted by Mesago. The contracting partner shall be bound to the offer three weeks from our receipt thereof.
- b) With our stand confirmation or other booking confirmation, the agreement with the contracting partner shall become effective. Mesago is not obliged to accept the offer.
- c) If a stand confirmation or other order confirmation is issued after an order, the content of the confirmation shall form an integral component of the contract. If the contracting partner is a merchant the contracting partner must lodge a written protest with us about any variations between the leasing / booking and the confirmation within 14 days.
- d) Several contractual partners shall be liable to us as joint debtors.

## 3. Stand rental fees

The prices per square meter agreed or specified by Mesago shall apply. Each initiated square meter shall be rounded up to the next square meter. The supports and columns are not deducted in the calculation of the square meters. In the case of non-square stand areas, Mesago reserves the right to provide a different floor space with a tolerance of plus / minus two square metres due to the layout planning.

## 4. Opening hours / assembly and dismantling

The valid opening hours for visitors and contracting partners and the binding hours for assembly and dismantling are to be viewed at formnext.com.

## 5. Placement

We shall endeavor to provide the contracting partner the space provisionally foreseen in the stand confirmation. In order to distribute the exhibition space in an optimal fashion, however, we may allocate the contracting partner another space of the same category and size if this is reasonable for the contractual partner.

## 6. Stand design

- a) To assure a sound overall impression, we have determined guidelines for the stand design which shall be binding for the contracting partner; these stand guidelines shall form an integral component of this agreement. The guidelines may be viewed in the Shop for Exhibitor Services and at Formnext.com.
- b) The construction, design and safety of the stand shall be the responsibility of the contracting partner, unless the stand construction is a contractual obligation of Mesago. In the latter case any alterations to the construction, design and safety of the stand by the contracting partner and the provision / use of additional furniture require the prior consent of Mesago. Furthermore the construction, design and safety of the stand must meet applicable law and the technical guidelines of Mesago, which may be viewed at formnext.com.
- c) Presentations and displays of any type, the set-up of exhibitions and the distribution of advertising materials may only be made from the stand and in such fashion that visual, acoustic and other nuisances do not arise for other (particularly neighbouring) stands, and that there are no impediments in stand and walkway spaces.
- d) In the event of any infringement of a), b) or c) above, we shall be entitled to request the contracting partner to discontinue the breach. If the breach is not discontinued immediately, we shall especially be entitled in accordance with Section 16 b). In such event, a contractual penalty shall further be due in the amount of 10 times the rent for the stand.
- e) The stands must be occupied by personnel during the opening hours and contain the exhibited objects.
- f) Manual or direct sales, particularly of exhibited goods or samples, shall be prohibited. »Manual or direct sales« shall mean any remunerative issue of goods or provision of services by the exhibitor on the fair grounds. Goods may only be issued free of charge.

## 7. Technical services

Mesago shall provide the general heating, cooling and lighting. The costs for the installation of water, electrical and telephone connections to the stand, the services used and materials consumed shall be billed separately to the contracting partner.

## 8. Online content and profile of the contractual partner

- a) If the contracting partner has agreed corresponding services (e.g. Sales & Marketing Services packages) with Mesago, the contracting partner is solely responsible for the timely provision and maintenance of the contents to be stored in the particular Sales & Marketing Services package ("profile" of the contracting partner).
- b) The contracting partner is solely responsible for the content of the profile and any damage resulting therefrom. The contracting partner shall be responsible for the content and the legal admissibility of the image and text documents provided or published for the profile. The contractual partner guarantees that the contents

provided by him do not violate any protective or other rights of third parties. Mesago is not obliged to check whether the contents inserted or provided by the contractual partner infringe or may infringe the property or other rights of third parties.

- c) Mesago reserves the right to refuse the publication of contents due to their technical form as well as for objectively justified reasons if, at the dutiful discretion of Mesago, the contents violate laws, official regulations or common decency / morality or if their publication is unreasonable for Mesago. In doing so, Mesago shall take into account not only the content but also the overall visual appearance of the content from a qualitative and aesthetic point of view. The refusal of publication will be communicated to the contractual partner without delay.
- d) Mesago does not guarantee that the profile and the contents are available at all times in a secure and error-free manner.

## 9. Terms and conditions of payment

- a) The rent for the stand shall be due in two equal installments. The first installment (request for installment) shall be invoiced to the contracting partner and mailed with the stand confirmation and shall be due immediately. The second installment (final invoice) less actual payments already made shall be charged at the earliest three months prior to the start of the event and shall likewise be due immediately.
- b) Invoices regarding other orders and performances, which are ordered separately, shall be due immediately as of the invoice date.
- c) In the event of default, the interest rate stipulated by law shall apply at the rate of 9 percentage points above the base interest rate applicable on the default date (§ 288 (2) of the Civil Code).
- d) For each reminder to the contracting partner after the occurrence of default, we shall be entitled to demand a lump sum of EUR 3.00. The contracting partner shall retain the right to prove that no damage was incurred or that much less damage than this lump sum was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

## 10. Reservations

- a) In the event of a compelling reason for which the parties are not responsible or in the event of force majeure (e.g. labour dispute, administrative or legal directive, extreme weather conditions, war, terrorist threat, fire, danger to life or health of participants, epidemic/pandemic situation, embargo, energy shortage (in particular proclamation of the third stage (emergency stage) of the gas emergency plan by the responsible Federal Ministry or corresponding future interventions by legislation or the executive) or significant operational disruptions, in particular cyberattacks), which make the realization of the event unreasonably difficult or impossible, both parties shall be released from their contractual obligations. We reserve the right, in particular, to move the event to another location, to shorten it, to close or to cancel it completely or partially in the case of the listed reasons. The remuneration to be paid by the contractual partner shall then be adjusted accordingly or shall be waived entirely in the case of a complete cancellation. Any expenses incurred up to that point shall be borne by each party itself. Any services already rendered by the parties shall be returned.

The parties are aware that the Corona pandemic, war events and the current energy crisis may have far-reaching effects which may possibly impair the performance of their contractual obligations. The parties agree that to the extent that they are unable to perform their contractual obligations due to restrictions as a result of these circumstances, this shall be considered as a force majeure event which releases the affected party from its contractual obligations. Claims for damages for non-performance, in particular damages for loss of profit, are excluded insofar as the non-performance is based on the circumstances described above.

- b) 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 exhibition or due to unexpectedly weak visitor interest, we may cancel the event. The corresponding declaration must be received by the contracting partner two months prior to the planned start of the event. In the event of a cancellation in due time, we shall not be obliged to compensate any expenses or damage.
- c) In the event of a cancellation of the trade fair, we must without undue delay repay the contracting partner any (advance) payment rendered by it.

## 11. Reclamations

- a) The contracting partner must lodge a complaint about obvious performance deficiencies or the absence or elimination of warranted features in such due time that we can procure redress.
- b) Only if we have not procured redress within a reasonable period or if redress is not possible or is denied, can the contracting partner, at its choice, terminate the contract without notice or demand an adequate reduction of the compensation.

## 12. Limitation/exclusion of liability

- a) 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 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.
- b) 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.
- c) We have entered into an exhibition insurance against common insurable risks, such as fire, break-in, theft, water damage, etc. We recommend that the contracting partner covers risks by applying at its own cost using the form foreseen for this purpose in the technical documents.

## 13. Subletting/prohibition of assignment

- a) Without our approval, the contracting partner shall not be entitled to provide the stand allocated to it in whole or in part to a third party for use, particularly to sublet it or accept orders for other companies, unless the third party is a co-exhibitor (= a party appearing at the stand of the contracting partner with its own personnel and a range of products). The contracting partner must inform us in writing before the start of the event regarding the person of the third party. The contracting partner shall be liable to us for any breaches by the third party and that the general terms of contract is also valid for and accepted by the third party. Co-exhibitors and represented companies are only such companies which are reported expressly to Mesago as co-exhibitors by the main exhibitor.
- b) The contracting partner may not assign any claims against us to a third party.

## 14. Set-off/retention

The contractual partner may only offset our claims against counter-claims that have been acknowledged by us or have been legally established. The contractual partner may not assert rights of retention or rights to refuse performance in accordance with §§ 273, 320 BGB (German Civil Code) unless we are guilty of a gross breach of contract.

## 15. Lien

To secure our claims, we hereby reserve the right to exercise a lessor's lien and to have the object under lien sold after written notice pursuant to the provisions of law.

## 16. Early cessation of a contract (cancellation / German: Stornierung) / Notice of termination (German: Kündigung)

- a) Early cessation (cancellation) of the contract concluded with Mesago (including parts of the scope of performances such as the use by co-exhibitors) shall only be possible with our approval. Contractually granted or statutory rights of rescission, revocation, termination or contestation remain unaffected. In the event of cancellation (also with regard to parts of the scope of services such as use by co-exhibitors), the contractual partner shall remain obliged to pay us the full agreed remuneration (including the fees for co-exhibitors) as compensation for damages instead 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.
- b) We shall especially have the right to terminate a contract 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.

## 17. Place of performance and jurisdiction

Stuttgart shall be the place of performance and jurisdiction, provided the contracting partner is a merchant entered in the commercial register or is a legal person in public law or a special public fund. We shall also be entitled to assert claims before the court competent for the registered office of the contracting partner. Any exclusive place of jurisdiction shall not be excluded hereby.

## 18. Agreement to film, image and sound recording

The contractual partner agrees and permits that Mesago makes or has made film, image and sound recordings as well as drawings of exhibition stands and individual exhibits in order to document these or for their own publications, especially in Internet and for advertising purposes. This permission of use is unlimited in time and especially includes production, publication, copying, exploitation as well as processing/altering and is thus also unrestricted in substance.

## 19. Miscellaneous provisions

- a) The following shall form integral components of agreement: the product groups viewable at formnext.com, the building rules and the organizational, technical and other provisions viewable in the Shop for Exhibitor Services sent to the contracting partner before the start of the event.
- b) All covenants reached with us must be made in writing. This shall also apply to the simplification or rescission of this requirement for the written form.
- c) Should any provisions of our agreement with the contracting partner or other covenants with the contracting partner or these general terms and conditions of contract be or become invalid in whole or in part, the other provisions of the agreement or other covenants or these general terms and conditions of contract shall not be affected thereby.

As of: 18 October 2022