

General Terms and Conditions of Messe Frankfurt Medien und Service GmbH (Advertising Services) for the provision of advertising media

(Version 01/2018)

By ordering advertising media, the customer accepts the General Terms and Conditions of Messe Frankfurt Medien und Service GmbH (hereinafter MFS). These conditions apply without exceptions. Any terms or conditions of the customer to the contrary of or deviating from these terms and conditions shall not be recognised, unless MFS has explicitly agreed to them.

A. Advertising media on the fairground

The following applies to the individual advertising media on the fairground:

Dekora / Dekora Spezial (display cabinets):

For technical reasons, changes may be made to the floor display cabinets "Dekora Spezial" regarding the display cabinet type, which shall not require the consent of the ordering party. The key for the display cabinet shall be available at the gate, level 2, at the MFS service counter, unless nothing to the contrary has been agreed upon. The display cabinet must be provided with display units no later than 8 p.m. on the day before the trade show. The display cabinets may be decorated on the inside and the outside (top, side, not front), but at a maximum of up to 30 cm wide. If adhesive elements are used, these must be removed without any residue in order to avoid any additional cleaning cost for the customer. The customer shall be held responsible for any damage to the cabinets caused by decoration (adhesive residue, holes, scratches, or the like). MFS recommends that the customer take out insurance coverage for the items that are exhibited. Respective insurance companies may be found in Shop for Exhibitor Services (electronic exhibitor ordering system of Messe Frankfurt). The buyer must remove all items from the cabinet by the end of the second dismantling day (6 p.m.). The key may remain in the open cabinet as it will be collected by MFS.

Slim Box/Triangle Tower:

The production, assembly, and dismantling of the screens will be carried out only by MFS.

Lumio (slide displays):

The assembly and dismantling of the slides will be carried out only by MFS. If the customer does not request the return of the slides it has provided by the day before the trade show ends, MFS shall recycle the slides.

Optimo (brochure display racks):

The production, assembly and dismantling of the brochure display racks will be carried out only by MFS. The customer has to fit the display rack with the brochures and to empty the brochure display rack on the last day of the fair by 5:00 p.m. MFS will dispose of any remaining brochures.

Plano (advertising spaces):

The wall elements are identical with MFS's booth wall systems and have a plastic-laminated surface that must not be damaged. Exhibitors may use their own wall elements, if coordinated with MFS. The leased space may only be used as advertising space and not as an active sales booth. The items that are exhibited may not be more than 20 cm deep.

Informational and distribution service:

The articles to be distributed must be delivered at the latest by 8 a.m. on the day prior to the distribution in coordination with MFS. The delivery address is: Messe Frankfurt Medien und Service GmbH - IVS: Hall 5.1 Room 30-33, Ludwig-Erhard-Anlage 1, 60327 Frankfurt

Oktavo/Trigo/Viadukt/ Megaposter/Giganto:

MFS shall produce, assemble, and dismantle the large areas directly.

Maximo (large advertising spaces):

MFS does not assume any liability for damages to and weather-related defects of the motifs.

Promotional and special advertising forms:

These require the approval of the respective trade show management in coordination with MFS.

The following general terms and conditions shall apply to all advertising media on the fairground:

I. Provision, Prices and Due Date

1. The order of the customer is binding. An effective contract is only concluded upon the order confirmation by MFS.
2. The advertising media is provided for the duration of the trade show. An extension requires a written agreement with MFS.
3. The location of the advertising media may differ slightly without such deviation requiring the customer's approval.
4. The customer must communicate to MFS and/or its service partner the dates by which the advertising must be delivered by the date stated in the order confirmation. Otherwise, a timely provision of the advertising media cannot be warranted.
5. Only the customer shall be responsible for the accuracy and admissibility of the information provided by the customer in the advertising media. The customer shall hold MFS harmless of all third-party claims in this context.
6. The customer shall not be entitled to sublet the advertising media to a third party that is not an exhibitor at the respective trade show or to make them available in any other way without a prior written approval by MFS.
7. The use of the provided advertising media for trade shows that must be considered competitive trade shows of the Messe Frankfurt Group is not authorised.
8. The prices are based on the MFS price list that is valid for the trade show or on a separate written agreement that has been entered into.
9. The total amount shall be due prior to the provision of the service by MFS immediately upon receipt of the invoice.
10. The customer must communicate all information necessary for the invoice generation in advance. Should changes become necessary due to missing or wrong information, MFS shall charge the customer a processing fee in the amount of EUR 150.00.
11. In the event of a default in payment, MFS expressly reserves the right to refuse provision.
12. The house rules of Messe Frankfurt Venue GmbH shall apply.

II. Defects, Replacement, Advertising Media

1. MFS reserves the right to insignificant deviations to the measurements, shapes, and colours indicated on the advertising documents; these shall not be considered defects.
2. If the advertising media are defective, MFS shall be entitled and obligated to remedy the defects within a reasonable scope or to provide an equivalent replacement, provided the defects are reported within 24 hours upon having been taken over by the customer and at the latest by 6 p.m. of the day before the start of the trade show.

3. If defects are reported later than that, remedy of the defects or the provision of a replacement is no longer required.
4. In case it is impossible to remedy the defect or provide a replacement, MFS reserves the right to provide the customer with an equivalent or better advertising medium at the same rate. The customer shall have no further rights.
5. If the customer requests the production of corresponding advertising media (advertising banners, posters, slides, etc.), the produced advertising media shall remain the exclusive property of MFS. The customer shall not have a right to the advertising media.

III. Withdrawal

1. The customer may withdraw with regard to all advertising media until 60 calendar days (for IAA 180 calendar days) before the beginning of the trade show. MFS shall charge a cancellation fee in the amount of EUR 150.00 per ordered advertising medium. Any production costs already incurred at the time of the withdrawal shall be borne by the customer.
2. If the customer withdraws from the agreement at a later time, the full price shall be charged.
3. In any case, a withdrawal from the agreement shall always require a written statement of withdrawal sent from the customer to MFS.
4. If the customer or its principal has not been admitted to the respective trade show as an exhibitor, MFS shall have the right to withdraw from the agreement, notwithstanding the customer's responsibility for the entire amount.

B. Digital advertising media (Additional Services/Add-Ons and digital banners)

The following applies to the digital advertising media:

The detailed specification of the scope of services for the respective digital advertising medium is listed in the brochure for digital advertising possibilities applicable for the respective trade show.

1. Additional services (Add-Ons) and digital banners

The term "additional services" covers the services of Messe Frankfurt Medien und Service GmbH (hereinafter called MFS) which relate to the exhibitors' product and company presentations and

- exceed the services in the mandatory media package
- and, if applicable, exceed the presentation of the basic entry as part of so-called Special Interests and are subject to an extra charge. When a limited additional service or digital banner is ordered, the contract shall not enter into force until it is accepted by MFS in the form of the order confirmation.

2. Runtimes for additional services (Add-Ons) on the trade show website and digital banners

The prerequisite for the ordering of additional services on the trade show website is an entry as part of the media package. If the exhibitor forwards complete data required in accordance with the specifications for the additional service, MFS undertakes to place said data online on the trade show website within 5 working days of receipt of the data by MFS (if the exhibitor and product search of the respective trade show is already online). Additional services will be presented on the trade show website until no later than the time at which the exhibitor and product search is updated for the next fair. Conversely, push notification beacons will be active from the first day of the trade show until the last day.

The following runtimes apply for digital banners: For Online banners on the trade show website and app banners the start of the runtime is coordinated with the exhibitor. It ends 4 weeks after the respective trade fair. For Newsletter banners there will be a One-off posting of the banner in a newsletter edition for the respective trade show. The exhibitor will be informed of the exact date the newsletter will be sent out with advance notice. The runtime for the ticket banners starts with the opening of the online ticketing for the respective trade show.

For the banners to be posted on –time, the exhibitor must send all data required in accordance with the specifications for banner posting to MFS. MFS must receive the data 5 working days before the respective start of the runtime at latest.

3. Employment of service providers

Service providers may be commissioned to handle customer care for additional services.

4. Terms of payment, termination upon failure to pay and insolvency

(1) The exhibitor is sent a bill after an order has been placed. All prices are quoted without inclusion of statutory value-added tax, which is payable at the rate applicable at the time, and must be paid in euros. The billed amount is payable within 14 days without any deductions.

(2) Any objections to bills must be presented in writing within a preclusive period of 14 days after receipt of said bills. The exhibitor may only offset payments against claims against MFS if said claims are undisputed or have been confirmed in a final form by a court of law.

(3) The implementation of an additional service is subject to the proviso that the exhibitor has settled in full all claims of MFS which are outstanding and due for payment.

(4) The exhibitor must notify MFS immediately in the event of insolvency proceedings or inability to pay on the part of said exhibitor during the contractual term. If insolvency proceedings relating to the exhibitor are applied for or opened, MFS has the right to terminate the contract without observing any period of notice, by forwarding notice of termination by registered post to the last known address of the exhibitor.

5. Exclusion of products not appropriate to the trade show

Only exhibits appropriate to the trade show are permitted to be submitted for entry on the trade show website. This also applies to text additions which may be necessary for a better understanding of the entry. At the instigation of MFS, exhibits which do not relate to the theme of the trade show will not be permitted on the trade show website.

6. Exclusion of offers competing with services of the Messe Frankfurt Group

MFS reserves the right to refuse implementation of any additional services which include references to products or services which compete with those of the Messe Frankfurt Group.

7. Price information

The inclusion of price information in the additional services on the trade show website is not permitted.

8. Blocking on the trade show website

(1) If MFS learns of a possible legal infringement by the exhibitor's entry on the trade show website, it will carry out the required inspection. If, after conducting a legal inspection of the factual and legal situation, MFS comes to the conclusion that the exhibitor's entry on the trade show website constitutes a legal infringement, MFS can discontinue the additional service which the exhibitor has booked and block the exhibitor on the trade show website. In such a case, there will be no reimbursement of the costs of the additional service booked.

(2) If a court decision relating to a legal infringement by the exhibitor as per paragraph 1 above is annulled by a later court decision in appeal proceedings, the exhibitor will not hold a damages claim against MFS, in particular relating to the discontinuation of the additional service, since the blocking of said exhibitor was legitimate on the basis of the previous court decision.

C. General Terms and Conditions for advertising media on the fairground and digital advertising media

1. Rights of third parties

The materials forwarded by the exhibitor (copy, pictures, brands and trademarks, etc.) for advertising media must not infringe the rights of third parties. In connection therewith, MFS expressly reserves the right to remove, either in whole or in part, all the content supplied by the exhibitor in relation to the advertising media. The exhibitor will indemnify MFS against all claims of third parties at first request. This indemnification also includes reimbursement of the costs which MFS incurs through legal prosecution/defence.

2. Disclaimer

(1) MFS is not liable for losses caused by simple negligence, unless major contractual obligations are breached the fulfilment of which is essential to achieve the contractual purpose (breaching of cardinal obligations). If cardinal obligations are breached through simple negligence, MFS shall only be liable for losses typical of the contract and reasonably foreseeable when the contract was made. This liability is limited to the relevant order amount. In such a case, MFS is not liable for indirect consequential losses.

(2) The above limitations of liability do not apply if claims are asserted as a result of an injury to life, body or health or if liability is mandatory under the German Product Liability Act or there is a warranty or fraudulent concealment of a defect or in the event of intent and gross negligence.

(3) MFS must be notified immediately of any losses.

3. Place of performance and jurisdiction, German law

(1) The contracting parties expressly agree to Frankfurt am Main as the place of performance and jurisdiction for all claims and legal disputes arising from this contract, to the extent that said parties are merchants, legal entities under public law or special funds under public law. The same applies if a party has no general place of jurisdiction in Germany.

(2) Alternatively, the special place of jurisdiction of the place of performance within the meaning of Section 29 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO) is agreed, which results from the nature of the contract.

(3) The court of jurisdiction Frankfurt am Main also applies to the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent law court of the general place of jurisdiction of the debtor assumes the case, application is to be made for transfer to the respective law court in Frankfurt am Main.

(4) In addition, each party shall be entitled to sue the other at its residence or place of business.

(5) If any provision of these Terms and Conditions be invalid, such invalidity shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provisions by valid provisions that come as close as possible to the economic purpose of the ineffective provisions.

(6) For the interpretation of these General Terms and Conditions and all other conditions, the German text and German law shall prevail.