

**General Terms and Conditions for Services of Karlsruher  
Messe- und Kongress GmbH for the Placement of Purchase  
Orders via the Online Service Center**

**1. Scope and general**

(1) These General Terms and Conditions for Services (hereinafter: "GTCs") apply to orders for services placed via the Online Service Center (hereinafter: "Online Service Center") at Karlsruher Messe- und Kongress GmbH (hereinafter: "Messe Karlsruhe").

(2) These GTCs of Messe Karlsruhe shall have exclusive application. Any differing, conflicting or additional general terms and conditions specified by the ordering party (hereinafter: "Customer") shall only become contractually binding if and to the extent that their application has been expressly approved by Messe Karlsruhe in writing. This approval requirement shall be applicable in all cases, e.g. also if Messe Karlsruhe performs services for the Customer without reservations, yet in awareness of the Customer's general terms and conditions.

(3) Any individual agreements concluded with the Customer on specific occasions (including ancillary, supplementary and amended agreements) shall take priority over these GTCs. In the absence of proof to the contrary, such agreements shall be subject to Messe Karlsruhe's approval through a written contract or written confirmation.

(4) Statutory provisions shall be applicable, unless they have been directly modified or expressly excluded in these GTCs.

**2. Contractual conclusion**

(1) The presentation of services in the Online Service Center and on the forms of the service folder does not constitute an offer, but merely an invitation to submit offers.

(2) The following applies to contractual conclusion via the Online Service Center: By clicking the "Commit" button, the Customer submits a binding offer to order services selected from those listed by Messe Karlsruhe. Before sending off the purchase order, the Customer can still check and change any of the details. However, the request can only be submitted and sent if the Customer has accepted these GTCs by clicking the "Accept GTCs" button and has thus included them in the request.

(3) A mere acknowledgement of receipt shall not constitute acceptance of the request. No contract shall be concluded until the request has been expressly accepted, either by being indicated as accepted under the order status in the Online Service Center or by being otherwise expressly accepted in writing (e.g. through an order acknowledgement).

(4) The contract shall be concluded between the Customer and Messe Karlsruhe. A direct contractual relationship between the Customer and Messe Karlsruhe's service partner shall only arise in respect of services relating to shipping/logistics, catering, insurance, the German Performing Rights Society (GEMA), hotel bookings or catalogue/media processing with the engagement of an external publishing company.

**3. Non-performance: reservation of self-delivery**

(1) Messe Karlsruhe is entitled to terminate its contract with the Customer in whole or in part if

- Messe Karlsruhe has not been supplied or has not been supplied on time by its supplier with whom it has concluded a contract for the fulfilment of its obligations towards the Customer, and
- late delivery or non-delivery is not within Messe Karlsruhe's responsibility.

The same applies if such a contract has not been concluded between Messe Karlsruhe and its supplier because the supplier is unable to deliver the goods and this is not within Messe Karlsruhe's responsibility.

(2) If a circumstance has arisen entitling the Customer to withdraw from the contract pursuant to paragraph 1 of this clause, Messe Karlsruhe shall inform the Customer of the non-availability of the goods without undue delay. In the event of withdrawal from the contract, Messe Karlsruhe shall immediately reimburse the Customer for any payment that has already been made.

#### **4. Services**

(1) The scope of services shall be based on the contractual arrangements made in each instance. Messe Karlsruhe reserves the right to make minor changes in terms of dimensions, shape and colour, provided that they can be deemed reasonable for the Customer.

(2) Otherwise, changes shall only be acceptable if they have been mutually agreed by the parties in writing. Messe Karlsruhe is not obliged to check the completeness or accuracy of details provided by the Customer.

#### **5. Prices and terms of payment**

(1) The prices for services offered by Messe Karlsruhe through the Online Service Center are shown in the Online Service Center and are quoted in euros. The prices listed at the time of the purchase order shall be decisive.

(2) The prices listed in the Online Service Center are net prices, unless otherwise provided. VAT shall be payable in addition, at the applicable statutory rate.

(3) An "express service surcharge" of 25% of the net price shall be payable for any orders placed at short notice, before the start of the event and received by Messe Karlsruhe after the expiry of a regular order period defined for the event concerned.

(4) Invoicing shall take place after the event. The invoiced total shall be due for payment 14 days after the invoice has been issued, subject to receipt of the invoice by the relevant recipient.

#### **(I) Payments shall be made to the following account:**

##### **BANKING DETAILS:**

Sparkasse Karlsruhe Ettlingen

Acc. no. 9 199 555, bank code (BLZ): 660 501 01

IBAN: DE16 6605 0101 0009 1995 55

BIC: KARSDE66

Volksbank Karlsruhe eG

Acc. no. 10032105, bank code (BLZ): 661 900 00

IBAN: DE45 6619 0000 0010 0321 05

BIC: GENODE61KA1

#### **6. Limitation of liability**

(1) Messe Karlsruhe shall not be held liable for breaches of duty unless otherwise specified in the limitations provided below.

(2) Exclusion of liability shall not apply to liability for damage arising from injury to life, limb or health through an intentional or negligent breach of duty on the part of Messe Karlsruhe or one of its legal representatives or vicarious agents.

(3) Messe Karlsruhe shall be liable for any other damage caused by an intentional or grossly negligent breach of duty on the part of Messe Karlsruhe or one of its legal representatives or vicarious agents.

(4) Messe Karlsruhe shall be liable for damage arising from the breach of a material contractual obligation (an obligation whose fulfilment is essential to proper contractual performance and on whose observance the Customer regularly relies and may rely); in such a case, however, Messe Karlsruhe's liability shall be limited to compensation for loss or damage that is foreseeable and which occurs in typical instances.

(5) Where Messe Karlsruhe's liability is excluded, the same shall apply to the personal liability of Messe Karlsruhe's legal representatives and vicarious agents.

#### **7. Complaints**

Complaints shall be presented by the Customer without undue delay (i.e. without culpable delay) on site, at the Service Center of Messe Karlsruhe, and no later than by the end of the event.

## **8. Cancellation**

(1) The Customer may exercise their right of contractual withdrawal if the statutory requirements for contractual withdrawal are met.

(2) In addition, Messe Karlsruhe may grant the Customer the right to withdrawal from the contract.

(3) In the event of contractual withdrawal, the Customer shall make the following payment:

- a. 50% of the agreed net prices if notice of withdrawal is received between four weeks and eight days before the official start of set-up (as per Special Terms and Conditions of Participation),
- b. 100% of the agreed net prices for stand construction/services if notice of withdrawal is received seven days or less before the official start of set-up (as per the Special Terms and Conditions of Participation).

(4) The Customer may prove that Messe Karlsruhe has not incurred loss totalling the costs specified in Clause 8.3.

## **9. Force majeure, reservations of performance**

(1) Force majeure is an event which has a substantial externally induced impact on the contractual relationship and which is unforeseeable on the basis of human experience and insight and which cannot be prevented or rendered harmless through financially acceptable measures, even by exercising the utmost care that can reasonably be expected under the circumstances.

In the event of force majeure, Messe Karlsruhe is entitled to postpone, shorten, extend or restrict the event in whole or in part, to suspend the event or to shut it down permanently. In such a case, the Customer shall have no claim for damages towards Messe Karlsruhe. Any services already provided may be invoiced to Messe Karlsruhe, provided that such costs have already been covered by equivalent income or they can be claimed and enforced towards the [organiser / exhibitor / contractor] under statutory provisions and contractual agreements.

Force majeure shall also be assumed in the following instances:

- An interruption or not merely minor limitation of an adequate supply of electricity, gas or water, unless this is only of short duration or attributable to Messe Karlsruhe
- The occurrence and further development of a pandemic pursuant to the German Infection Protection Act (IfSG)

(2) If the event is postponed for up to one year or for any other reason, the contractual relationship between the parties shall remain unchanged unless the Customer or Messe Karlsruhe declare in writing towards the other party, within 14 days of notification of the postponement, that it is unreasonable to expect them to continue the contract. Grounds for unreasonableness shall be set out in full. The assessment standard shall be based on article 313 (1) of the German Civil Code (BGB). Unless the other party subsequently objects in writing, within seven days, the grounds for unreasonableness shall be deemed to have been accepted.

## **10. Offsetting claims and a right of retention**

The Customer shall only be entitled to offset claims towards Messe Karlsruhe if the claims that are offset are undisputed or have been established by a court of law. The same shall apply to the Customer's right of retention if the Customer is registered trader (*Unternehmer*) as defined in article 14 of the German Civil Code (BGB). If the Customer is not a registered trader within this definition, then they may only exercise a right of retention if this right is a right to refuse performance according to article 320 of the German Civil Code (BGB) or if the Customer's counterclaim is based on the same contractual relationship.

## **11. Provisions concerning rented items**

(1) Rented items shall only be made available for the agreed purpose and for the duration of the rental period. The Customer is not entitled to sublet rented items.

Unless otherwise agreed, rented items shall be delivered to the Customer's exhibition stand.

(2) Under exceptional circumstances, Messe Karlsruhe may deliver items of equal value or a higher value than the price of the originally ordered items.

- (3) The dimensions stated in the Online Service Center and in the contract are approximate.
- (4) If the exhibition stand is not staffed at the time of delivery, the service shall be deemed to have been duly rendered or fulfilled upon delivery of the service or placement of the rented items at the exhibition stand. When providing the service or delivering rented items, neither Messe Karlsruhe nor its service partners are under an obligation to check the legitimacy of the persons encountered at the stand.
- (5) Common signs of use on rented items shall not constitute defects. The Customer is aware that Messe Karlsruhe uses rented items several times and that they are not always in mint condition.
- (6) The Customer may only use rented items at the agreed locations. The Customer shall keep rented items within their sole and immediate custody.
- (7) The Customer shall enable Messe Karlsruhe and its service partners to inspect rented items.
- (8) The Customer shall take good care of rented items. This includes observing the recommendations for maintenance, care and use.
- (9) Provision on the rental period, the start of the rental period, the end of the rental period, the return of items and making items available for collection].
- (10) If, in breach of paragraph 9 of this clause or in breach of any other contractual arrangements, rented items are not returned in a timely manner or are not made available for collection in a timely manner, Messe Karlsruhe shall be entitled to receive compensation from the Customer for the duration of the delayed return, such compensation being the equivalent of the agreed rental fee. This shall apply irrespective of further-reaching damage claims.

## **12. Data protection and data security**

- (1) Messe Karlsruhe shall process the personal data provided by the Customer for the purpose of contractual performance in accordance with article 6 (1) (b) and (c) GDPR and shall, where appropriate, disclose such data to its service partners for the purpose of order processing. Further details on data protection can be found on the Messe Karlsruhe website.
- (2) To ensure secure data transmission, Messe Karlsruhe and the relevant service partner it has appointed shall use state-of-the-art encryption techniques. This means that communication between the Customer's browser and Messe Karlsruhe's Online Service Center cannot be read by other parties on the internet.

## **13. Site regulations and domiciliary rights**

- (1) The Customer undertakes to observe the site regulations of Messe Karlsruhe. They can be viewed on Messe Karlsruhe's website, [www.messe-karlsruhe.de](http://www.messe-karlsruhe.de), and shall form an integral part of these GTCs.
- (2) Messe Karlsruhe and its authorised representatives (staff, security and surveillance services and any third parties engaged for such purposes) shall exercise domiciliary rights. Their instructions and directions must be followed.

## **14. Enquiries and contact**

Please refer to the "Contact" section in the Online Service Center for contact persons on any questions regarding the Online Service Center as well as on technical issues.

## **15. Applicable law and places of performance and jurisdiction**

- (1) These GTCs are subject to the exclusive applicability of German law to the exclusion of international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of performance shall be Karlsruhe for both parties.
- (3) The place of jurisdiction shall be Karlsruhe if the Customer is a registered trader, a legal entity under public law or a special fund under public law or if the Customer has no general place of jurisdiction in Germany or if nothing else has been agreed. Messe Karlsruhe, however, also reserves the right to take legal action at the Customer's general place of jurisdiction.

**16. Concluding provisions and severability**

Should individual provisions of these GTCs be or become invalid or unenforceable either in whole or in part, or should a loophole be shown to exist in the provisions of these GTCs, then the validity of the remaining provisions shall remain unaffected. Such an invalid or unenforceable provision shall be replaced and a loophole shall be closed by agreeing on a provision which comes closest in law and in economic terms to what the parties would have intended if they had considered this point upon contractual conclusion, or closest to the meaning and purpose of these GTCs and to any subsequent amendments made to the same at a later stage.