General terms and conditions Formnext 2020

Scope of application
a) The application/assignment shall apply to the leasing of stand spaces by the contracting partner from the Mesago Messe Frankfurt GmbH (hereinafter: Mesago).
b) These terms shall form an integral component of all offers and contracts, even in ongoing business relations, and shall also apply to all future transactions with the contracting partner.
c) Any and all terms and conditions of the contracting partner shall not be applicable 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 application/assignment has to be made by sending it to Mesago at its main offices at least one month prior to the exhibition. The contracting partner shall be bound to the offer three weeks after its acceptance.
b) With our confirmation of the stand, the agreement with the contracting partner shall become effective.
c) If a stand confirmation is issued after an order, the content of the confirmation shall form an integral component of the agreement. If the contracting partner is a merchant the contracting partner must lodge a written protest against us about any variations between the application/assignment 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 specified by Mesago shall apply. Each 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.

4. Opening hours
For visitors, opening hours shall normally be from 9 a.m. to 6 p.m. for the contracting partner, normally continuously from 8 a.m. to 6 p.m. These hours are subject to change.

5. Assembly
The assembly shall normally be made from 9 a.m. to 2 p.m. two days before the start of the exhibition and 10 p.m. on the day before. The start of the exhibition at the latest. These hours are subject to change.

6. Dismantling
The dismantling shall normally begin after the end of the exhibition from 5:00 p.m. The stand must be fully dismantled prior to 7:00 a.m. on the day after the end of the exhibition. These hours are subject to change.

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

8. 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 the agreement. The guideline details 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. They must meet all the technical requirements, which likewise may be viewed at formnext.com.
c) Presentations and displays of any type, the set-up of exhibits and the distribution of advertising materials may only be made from the stand and in such fashion that visual and auditive stimuli may not be annoying for other visitors, other exhibitors or exhibitions.

9. 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.

10. Terms and conditions of payment
a) The rent for the stand shall be invoiced 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 exhibition and shall likewise be due immediately.
b) Invoices regarding other ordered deliveries and performances shall be due immediately as of the invoice date.
c) In the event of default, the interest rate stipulated by law shall apply to all outstanding 9.5 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 50. In addition, we shall retain the right to prove that no damage was incurred or that much less damage was incurred than from us was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

11. Reservations
a) We shall be entitled to postpone, shorten, close in whole or in part or cancel the event if compelled to do so due to grounds for which we are not responsible (e.g. labor dispute) or in the event of force majeure. The compensation payable by you to execute the stand properly and that was accordingly or shall no longer be applicable in the event of a full cancellation.
b) If, in accordance with our experience, it becomes evident that the event cannot have the desired success for the exhibition due to insufficient participation in the exhibition, due to unexpectedly weak visitor interest, we may cancel the event. The corresponding declaration must be received by Mesago 120 days prior to the start date of the exhibition.

12. Reclamations
a) The contracting partner must lodge a complaint about obvious performance deficiencies, in the absence of or elimination of warranted features in such 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 own risk, terminate contracts with third parties for the repair and replacement of faulty stand and walkway spaces.

c) In the event of a cancellation trade fair, we must without notice terminate the contracting partner and (ar- ced) payment rendered by it.

13. Limitation/exclusion of liability
a) Any claims for damages against Mesago shall be excluded. This shall not apply

i. in the event of a violation of a warranty (in the sense of the German legal term »sicherhaft«) caused by Mesago, its employees, collaborators, contractors, other vicarious agents or representatives (herein after: Mesago-Team),
ii. in the event of a contractual obligation (in the sense of the Ger- man legal term »vorsätzlichen« or grossly negligent behavior of Mesago or of the Mesago-Team is the basis for the damage claim,
iii. in the event of a violation of a warranty (in the sense of the German legal term »sicherhaft«) caused by Mesago, its employees, collaborators, contractors, other vicarious agents or representatives (herein after: Mesago-Team),

b) If, in accordance with our experience, it becomes evident that the event cannot have the desired success for the exhibition due to unexpectedly weak visitor interest, we may cancel the event. The corresponding declaration must be received by Mesago 120 days prior to the start date of the exhibition.

14. Subletting/prohibition of assignment
a) Early cessation of the agreement (including parts of the scope of services such as the use by co-exhibitors) shall only be possible with our approval. If the lease agreement is ended early (including parts of the scope of services such as the use by co-exhibitors), the contracting partner shall remain obliged to pay us the full stipulated rent for the stand as damage compensation in lieu of performance.

b) The contracting partner retains the right to prove that no damage was incurred or that much less damage was incurred than from us was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

15. Set-off/retention
The contractual partner may only offset our claims against counterclaims that have been acknowledged by us or have been legally established. The contractual partner may not as- owe our claims against counterclaims that have been acknowledged by us or have been legally established. The contractual partner may not as-

16. Place of performance and jurisdiction
Stuttgart shall be the place of performance and jurisdiction, the provided contracting partner is a merchant entered in the commercial register or a legal person in public law or a spe-

17. Early cessation of the agreement
a) Early cessation of the agreement (including parts of the scope of services such as the use by co-exhibitors) shall only be possible with our approval. If the lease agreement is ended early (including parts of the scope of services such as the use by co-exhibitors), the contracting partner shall remain obliged to pay us the full stipulated rent for the stand as damage compensation in lieu of performance.

b) The contracting partner retains the right to prove that no damage was incurred or that much less damage was incurred than from us was incurred. We reserve the right to assert further claims for damages caused by delayed payment.

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 screenings of exhibits during and after the exhibition event to document these or for their own publications, especially in Internet and for the purpose of providing publicity. The use is unlimited in time and especially includes production, publication, copying, exploitation as well as processing/altering the end product and reproduction.

20. 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 and the contractual 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.

Stand: 14.01.2019