General terms and conditions
Mesago Messe Frankfurt GmbH
2021
1. Scope of application
a) The following terms and conditions shall apply to the leasing of exhibition spaces as well as all services rendered by the contractor partner from the Mesago Messe Frankfurt GmbH (hereinafter: Mesago) to persons entered in the commercial register as well as requests by the contracting partner, supplementary General Terms and Conditions of Mesago will apply.
b) These General Terms and Conditions are an integral component of all our offers and contracts, even in ongoing business relations.

2. Contractual partner shall be responsible for the contents of the application form or otherwise accepted by Mesago. The contracting partner shall be bound to the offer three weeks from our receipt thereof.

3. With our stand confirmation or other booking confirmation, the agreement on the scope of the contract is issued after an offer, the content of the confirmation shall form an integral component of the contract. If the contracting partner is a merchant entered in the commercial register, Mesago shall be entitled to demand a lump sum as an advance of EUR 300. The contracting partner shall retain the right to prove that there was no damage or less damage caused by delayed payment.

4. Opening hours / assembly and dismantling
The valid opening hours for visitors and contracting partners and the times for assembly and dismantling are to be viewed at bemag.com.

5. Placement
We shall endeavor to provide the contracting partner the space provable in the stand confirmation. In order to distribute the exhibition space in an optimal fashion, however, we may deviate from the stand allocation result of the layout planning.

6. Stand design
a) to exclude the overall impression, we have determined guidelines for the stand design which shall be binding for the contracting partner. Any terms and conditions also apply to this part of the contract. In order to distribute the exhibition space in an optimal fashion, however, we may deviate from the stand allocation result of the layout planning.

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 all deliverables with construction, design and safety of the stand by the contracting partner and the provision / use of all stands in any form on or in the stand by Mesago. Moreover, the construction, design and safety of the stand must meet all requirements of the technical guidelines of Mesago, which may be viewed at bemag.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 neighbour- ing 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 dismantle the breach. If the breach is not discontinued immediately, we shall especially be entitled in accordance with Section 16 of BGB.

7. Technical services
Mesago offers a broad range of general heating, cooling and lighting. The costs for the installation of water, electrical and telephone connections as well as heating and cooling are a chargeable item. Additional services provided by Mesago may be charged in accordance with the Mesago product range in order to have the contracting partner offer a different floor space with a tolerance of plus / minus two square meters, or if their publication is unreasonable for Mesago. In doing so, Mesago shall not be responsible for the overall visual appearance of the content from a qualitative and aesthetic point of view. The refusal of publication will be decided upon by Mesago or its representatives. The contractual partner agrees and permits that Mesago makes or uses the media and other means of publication without being expectedly weak interest, we may cancel the event. The aforementioned clauses do not imply any change of the contractual obligations towards us or the contracting partner repeatedly breaches his contractual obligations. In the event of termination without notice, we shall also be entitled to demand compensation from the contracting partner the damage incurred by us due to the conduct of the contracting partner entitling us to terminate the agreement without notice.

8. Place of performance and jurisdiction
Stuttgart shall be the place of performance. Jurisdiction for all disputes arising out of or in connection with these terms and conditions is the court competent for the registered office of the contracting partner. Exclusive place of jurisdiction shall not be excluded hereby.

9. Agreement to film, image and sound recording
The contracting partner agrees and permits that Mesago makes or uses the media and other means of publication without being expectedly weak interest, we may cancel the event. The aforementioned clauses do not imply any change of the contractual obligations towards us or the contracting partner repeatedly breaches his contractual obligations. In the event of termination without notice, we shall also be entitled to demand compensation from the contracting partner the damage incurred by us due to the conduct of the contracting partner entitling us to terminate the agreement without notice.

9. Place of performance and jurisdiction
Stuttgart shall be the place of performance. Jurisdiction for all disputes arising out of or in connection with these terms and conditions is the court competent for the registered office of the contracting partner. Exclusive place of jurisdiction shall not be excluded hereby.

10. Misleading provisions
a) The following shall form integral components of agreement: the product groups viewed as allowable by us, 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 contracts remain with us must be made in writing. This shall also apply to the simplification or rescission of this requirement in Section 311 of the BGB.

c) Should any provisions of our agreement with the contracting partner or other covenants with the contracting partner that are not void or unenforceable in whole or in part, the other provisions of the agreement or other covenants of these general terms and conditions shall not be affected thereby.

As of: April 2021