

General Terms and Conditions for Services of
Karlsruher Messe- und Kongress GmbH when ordering via the Online Stand Application (OSA)

1. scope of application and general

(1) These General Terms and Conditions for Services (hereinafter referred to as the hereinafter: AGB SL OSA) apply to orders for services placed via the Online Stand Application (hereinafter: OSA at Karlsruher Messe- und Kongress GmbH (hereinafter: Messe Karlsruhe).

(2) These SL OSA General Terms and Conditions of Messe Karlsruhe apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of Business of the customer (hereinafter referred to as

hereinafter: Customer) shall only become an integral part of the contract if and insofar as Messe Karlsruhe expressly

Messe Karlsruhe has expressly agreed to their validity in text form. This requirement of consent shall apply in any case, for example even if, with knowledge of the general of the General Terms and Conditions of the customer, the services are rendered to the customer without

are performed without reservation.

(3) Individual agreements reached with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall have priority over these GTC SL OSA. For the content of such agreements, subject to proof to the contrary, a written contract or the confirmation of Messe Karlsruhe shall be decisive for the content of such agreements.

shall be decisive.

(4) The statutory provisions shall apply, unless they are directly amended or expressly excluded in these GTC SL OSA.

are not directly amended or expressly excluded in these GTC SL OSA.

2. conclusion of contract

(1) The presentation of the services in the OSA does not constitute an offer does not constitute an offer, but merely an invitation to submit offers.

(2) The following applies to the conclusion of the contract via the OSA: By clicking the button "Complete registration", the Customer submits a binding offer to order the services of Messe Karlsruhe selected by him.

selected services of Messe Karlsruhe. Before submitting the order, the Customer may change and view the data at any time. The application can, however, only be submitted and transmitted if the customer has confirmed the order by

clicking on the button "I have read and accept the General Terms and Conditions, the Special Conditions of Participation, the Technical Guidelines, the Data Protection Declaration and the General Terms and Conditions for Services OSA." has accepted these General Terms and Conditions SL OSA and thereby included them in his application.

(3) If only an acknowledgement of receipt is sent, this does not constitute acceptance of the application. The contract is not concluded until the application is expressly accepted, either by being displayed as accepted in the Online Service Center under the order status or by being expressly accepted in text form in some other way (e.g. by order confirmation).

(4) The contract is concluded between the Customer and Messe Karlsruhe.

3. non-availability of the service; reservation of self-supply

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

contract with the Ordering Party if

- Messe Karlsruhe has not been supplied or has not been supplied on time by its supplier with whom it had concluded a contract for the performance of the obligation vis-à-vis the Ordering Party, and
- Messe Karlsruhe is not responsible for the non-delivery or late delivery.

The same shall apply if such a contract is not concluded between Messe Karlsruhe and its supplier because the supplier is unable to deliver the goods and Messe Karlsruhe is not responsible for this.

Messe Karlsruhe is not responsible for this.

(2) In the event of a case entitling the Customer to withdraw from the contract pursuant to paragraph 1 of this provision, Messe Karlsruhe shall inform the

shall inform the customer without delay of the non-availability of the goods.

inform the Customer. In the event of withdrawal, Messe Karlsruhe will immediately refund to the Ordering Party any consideration already already rendered to the Customer without delay.

4. services

(1) The scope of services shall be governed by the agreements made in each case.

Messe Karlsruhe reserves the right to make minor deviations in dimensions, form and color, insofar as this is reasonable for the Ordering Party.

(2) In all other respects, deviations are only permissible if they are mutually agreed by the contracting parties in text form.

by mutual agreement in text form. Messe Karlsruhe is not obliged to obliged to verify the completeness and correctness of the information provided by the correctness.

5. prices and payment terms

(1) The prices for the services offered by Messe Karlsruhe via the OSA can be are shown in the OSA and are quoted in euros. The prices displayed at the time of the displayed at the time of the order.

(2) The prices stated in the OSA are net prices, unless otherwise stipulated.

Value added tax at the respective statutory rate shall be payable in addition.

(3) For orders placed at short notice prior to the start of the event, which are submitted to Messe Karlsruhe

after the expiry of a regular order period defined for the event in question.

an "express service surcharge" of 25% of the net price will be levied.

(4) Invoices will be issued after the event. The invoice amount is

14 days after receipt of the invoice by the invoice recipient.

due for payment 14 days after invoicing.

() Payments are to be made to the following bank account:

BANK DETAILS

Sparkasse Karlsruhe Ettlingen

account number 9 199 555 | BLZ 660 501 01

IBAN: DE16 6605 0101 0009 1995 55

BIC: KARSDE66

Volksbank Karlsruhe eG

account 10032105 / sort code 661 900 00
IBAN: DE45 6619 0000 0010 0321 05
BIC: GENODE61KA1

6. limitation of liability

(1) Messe Karlsruhe shall not be liable for breaches of duty, unless the following restrictions the following limitations.

(2) The exclusion of liability does not apply to liability for damages arising from injury to life, body or health.

injury to life, limb or health resulting from an intentional or negligent negligent breach of duty on the part of Messe Karlsruhe or on the part of a legal negligent breach of duty by a legal representative or vicarious agent of Messe Karlsruhe. Messe Karlsruhe.

(3) Furthermore, Messe Karlsruhe shall be liable for other damages resulting from an intentional or or grossly negligent breach of duty on the part of Messe Karlsruhe or on the part of a legal or grossly negligent breach of duty by a legal representative or vicarious agent of Messe Karlsruhe. vicarious agents of Messe Karlsruhe.

(4) Furthermore, Messe Karlsruhe shall be liable for damages resulting from the breach of an essential contractual obligation (obligation the fulfilment of which is a prerequisite for the proper execution of the contract in the first place and on the observance of which the Customer regularly relies and may and may rely on); in this case, however, the liability of Messe Karlsruhe shall be limited to the limited to compensation for the foreseeable, typically occurring damage.

(5) Insofar as the liability of Messe Karlsruhe is excluded, this also applies to the personal liability of legal personal liability of legal representatives or vicarious agents of Messe Karlsruhe. Karlsruhe.

7. complaints

Complaints must be reported by the Ordering Party immediately (without culpable delay) on site at the at the Service Center of Messe Karlsruhe, at the latest, however, by the end of the event.

8. withdrawal

(1) The customer may withdraw from the contract if the legal requirements for withdrawal are met. withdraw from the contract.

(2) In addition, Messe Karlsruhe may permit the Customer to withdraw from the contract. contract.

(3) In the event of withdrawal, the Customer shall

a. on receipt of the notice of withdrawal from four weeks to eight days before the official start of construction (in accordance with the special conditions of participation): 50% of the agreed net prices,

b. on receipt of the notice of withdrawal from seven days before the official start of construction (in accordance with the special conditions of participation): 100% of the agreed net prices for stand construction/services.

(4.) The Ordering Party has the right to prove that Messe Karlsruhe did not incur damages in the amount of the costs mentioned in item 8.3.

9. force majeure, reservations of services

(1) Force majeure is an event having a massive external impact on the contractual relationship which, according to human insight and experience, is unforeseeable and cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care reasonably to be expected in the circumstances.

In the event of "force majeure", Messe Karlsruhe shall be entitled to postpone, shorten, extend or restrict the event in whole or in part, and to close it temporarily or permanently. In such a case, the Customer shall not be entitled to claim damages from Messe Karlsruhe. Services already rendered can be settled against Messe Karlsruhe, provided that these costs have already been covered by corresponding revenues or can be asserted and enforced against the (organizer/exhibitor/contractor) in accordance with legal regulations and contractual agreements.

Equivalent to a case of force majeure is also

- the interruption or not merely minor restriction of an adequate supply of electricity, gas or water, insofar as this is not only of short duration or is the fault of Messe Karlsruhe,
- with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG).

(2) In the event of postponement of the event or for any other reason by up to one year, the contractual relationship between the parties shall remain unchanged, unless the Ordering Party or Messe Karlsruhe declare in text form to the other contracting party, within 14 days of notification of the postponement, that adherence to the contract is unreasonable. The reasons for the unreasonableness must be explained in full. The standard of assessment shall be based on Section 313 (1) of the German Civil Code (BGB). If the other contracting party does not subsequently object in text form within seven days, the reasons for unreasonableness shall be deemed to have been accepted.

10 Offsetting, Right of Retention

The Ordering Party shall only be entitled to set off claims against Messe Karlsruhe if the Messe Karlsruhe only if the claim to be set off is undisputed or has been undisputed or has been established by a court of law. The same shall apply to a right of retention on the part of the the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). is concerned. If the client is not an entrepreneur in this sense, the following shall apply to a right of retention right of retention, he shall only be entitled to exercise this right if it is a right to refuse performance. right to refuse performance according to § 320 BGB or if his counterclaim is based on the same counterclaim is based on the same contractual relationship.

11. regulations on rental objects

(1) The rented items shall only be made available for the agreed purpose and for the duration of the rental period.

made available. The customer is not entitled to sublet the rental objects. entitled.

Unless otherwise agreed, the rental objects shall be delivered to the Customer's trade fair stand.

(2) In exceptional cases, Messe Karlsruhe is entitled, instead of the ordered goods, to supply

goods of equal or higher value at the price of the goods originally ordered.

(3) The dimensions stated in the Online Service Center and in the contract are approximate. approximate dimensions.

(4) If the exhibition stand is not manned at the time of delivery, the performance of the service or the parking of the rental equipment shall be deemed to have taken place. service is rendered or the rented items are placed on the stand, the service shall be properly rendered or fulfilled. Neither Messe Karlsruhe nor its service partners are obliged to verify the legitimacy of the persons on the stand at the time of the performance of the service or delivery of the rented goods.

(5) Normal signs of use of the rented items do not constitute defects. The Customer is aware that Messe Karlsruhe uses the rented items several times and that they are used several times and are not always as good as new.

(6) The Customer may only use the rented items at the agreed locations. use. He is obliged to leave the rented items in his immediate possession. possession.

(7) The Customer shall enable Messe Karlsruhe or its service partners to inspect the rented items. the inspection of the rented items.

(8) The Customer is obliged to handle the rented items with care. He must follow the recommendations for maintenance, care and use.

(9) [Regulation on the rental period, start of rental, end of rental, return, provision for collection].

(10) If the rented items are not returned on time or made available for collection in contravention of paragraph 9 of these

or other agreements are not returned or made available for collection in good time, KMK is KMK shall have a claim against the client for the duration of the withholding as compensation. the agreed rental fee as compensation for the duration of the withholding. Further claims for damages remain unaffected.

12 Data protection/data security

(1) Messe Karlsruhe processes the personal data provided by the Ordering Party for the purpose of data provided by the Customer for the purpose of fulfilling the contract in accordance with Art. 6 Para. 1 lit b) and c) DSGVO and, where

if necessary, to its service partners for order processing. Further information on data protection can be found on the Messe Karlsruhe website.

(2) For the secure transmission of the data, Messe Karlsruhe or service partner commissioned by it uses state-of-the-art encryption procedures. state of the art. This means that communication between the customer's browser and the online service

browser and the Online Service Center of Messe Karlsruhe cannot be read by other participants on the Internet.

readable by other participants on the Internet.

13 House Rules/House Rules

(1) The Customer undertakes to comply with the house rules of Messe Karlsruhe. These can be viewed on the website www.messe-karlsruhe.de and become an integral part of the contract.

part of the contract.

(2) Messe Karlsruhe or the persons authorized by it (personnel, security and security service or third parties commissioned by it) exercise domiciliary rights. Their instructions and instructions and orders must be obeyed.

14. inquiries/contact

Please refer to the "Contact" section of the OSA for contact persons regarding questions about the OSA or technical issues.

15 Applicable law/place of performance/place of jurisdiction

(1) The exclusive applicability of German law is agreed to the exclusion of the international private law and the UN Convention on Contracts for the International Sale of Goods.

(2) Place of performance for both parties is Karlsruhe.

(3) The place of jurisdiction shall be Karlsruhe, provided that the Customer is a merchant, a legal person under public

legal entity under public law or a special fund under public law or has no general place of has no general place of jurisdiction in Germany or if nothing else has been agreed. Messe Karlsruhe reserves the right, however, to initiate legal proceedings at the general place of general place of jurisdiction of the customer.

16 Final Provisions/Salvatory Clause

Should individual provisions of the AGB SL be or become invalid or unenforceable in whole or in part or become unenforceable in whole or in part or if a loophole in the provisions of the of the AGB SL, the validity of the remaining provisions shall not be affected thereby. affected. The invalid or unenforceable provisions shall be replaced and the loophole shall be gap by agreeing on a provision that legally and economically comes closest to what the and economically comes closest to what the parties or according to the meaning and purpose of the and purpose of the contract and any subsequent amendments thereto, had they considered this had they considered this point when concluding the contract.