

1. Scope of application and general provisions

1.1 These General Terms and Conditions (hereinafter: "GTC") apply to all our offers, deliveries and services to our customer (hereinafter: "Client"), provided that they are business entities (as defined by § 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law. As a precautionary measure the GTC or purchasing conditions of the Client are contradicted.

1.2 Unless otherwise agreed, these GTC in the version valid at the time of the Client's order or in the most recently communicated version provided in text form, shall also apply as a framework agreement for similar future contracts, without us having to refer to them in each individual case. Any changes to the scope of services shall require the Client's explicit approval.

1.3 Deviations from these GTC shall only be considered agreed upon if we have expressly confirmed them in text form. This applies even if the Client refers to its own terms and conditions during the order process and we do not expressly object or provide services without reservation. By placing an order, the Client accepts our GTC.

1.4 Legally relevant declarations or notifications by the Client concerning the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be submitted in text form. Statutory formal requirements and additional evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

2. Conclusion of contract

2.1 Our offers are subject to change and non-binding, unless we have expressly designated them as binding.

2.2 The contract is concluded with our order confirmation in text form. Furthermore, a contract is concluded when we actually provide the service.

2.3 Drawings, illustrations, dimensions, weights or other performance data are only binding if this is explicitly agreed in text form.

3. Prices and terms of payment

3.1 All prices are quoted net from the registered office of Raumtechnik Messebau & Event Services GmbH, Plieninger Straße 54, 73760 Ostfildern, Germany. Unless otherwise agreed, packaging and transportation costs, including the costs of transport insurance, shall be charged separately. Any customs duties, fees, taxes and other public charges shall be borne by the Client. For Clients from other EU countries, a reverse charge procedure applies for foreign and domestic transactions with certain goods or deliveries and other services (§ 13b UStG). As a result, only the net amount is shown on the invoice and reference is made to the reverse charge procedure. The Client is obliged to pay the sales taxes to the tax office.

3.2 We reserve the right to adjust prices if material and labor costs increase after order confirmation provided more than four (4) months elapse between order confirmation and the agreed delivery date.

3.3 We are generally entitled to demand advance payments. Unless otherwise agreed, the following payment schedule shall apply: 40% of the order value after the order is placed, 40% of the order value four (4) weeks before the start of assembly/delivery and 20% of the order value after the end of the event.

3.4 Surcharges for overtime, work on Sundays and public holidays are charged separately based on contractual agreements, alternatively the respective applicable statutory regulation and with proof of the individual hours subject to surcharges. The applicable standard hourly rate applies to work on components provided by the Client.

3.5 Unless otherwise agreed, payment is due within 14 days of invoicing. We may require advance payment at any time, which will be indicated no later than the order confirmation.

3.6 The Client is in default upon expiration of the agreed payment periods. During default, statutory default interest applies, and we reserve the right to claim further damages. Our right to commercial maturity interest (§ 353 HGB) remains unaffected.

3.7 The Client shall only be entitled to set-off or retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in our services, the Client's counter-rights shall remain unaffected.

4. Additional services

The commissioning of additional services requires an order and our confirmation, in each case in text form. Additional services that have not been ordered at least two (2) weeks before the start of the event shall be invoiced in the event of our confirmation in accordance with the agreement, alternatively based on the costs incurred in each case, including appropriate surcharges. The same applies to additional services that are only ordered directly at the event. If the start, progress or completion of work on the order is delayed for reasons for which the client is responsible, we shall be entitled, in addition to our other rights, to charge separately for the additional expenses incurred as a result.

5. Delivery time and delay in delivery

5.1 The dates and deadlines stated in the order confirmation shall apply to our deliveries and services. The completion and acceptance of exhibition stands and the delivery of other exhibition-related items should take place 24 hours before the opening of the event if possible; minor remaining work such as decoration, lettering and repair work can be carried out up to the opening of the event.

5.2 Compliance with the deadlines and dates by us presupposes that all commercial and technical questions between the contracting parties have been clarified and that the Client has fulfilled all obligations incumbent on him, such as the provision of the necessary official certificates or approvals or the execution of the advance payment. Delivery times will be extended accordingly if these are not met unless we are responsible for the delay. Timely and correct supply to us is required. We will notify the Client of any delays as soon as possible.

6. Acceptance and transfer of risk

6.1 Acceptance must be made in writing and conducted immediately after our notification of readiness of acceptance. In all other cases, the statutory provisions in § 640 BGB shall apply to acceptance.

6.2 With the acceptance, the risk is transferred to the Client. If acceptance is delayed or does not take place as a result of circumstances for which we are not responsible, the risk shall pass to the Client on the agreed acceptance date, alternatively from the date of receipt of our notification of readiness for acceptance.

7. Rental and Loan of Items

7.1 The Client is liable for damages to rented or loaned items beyond normal wear and tear, up to the cost of restoration or replacement unless the Client proves they are not at fault.

7.2 The Client is responsible for insuring the items against damage such as glass breakage, theft, and fire or water damage, including damage caused by third parties, for the duration of the use.

8. Indemnification from Third-Party Claims and Insurance

8.1 The Client shall indemnify Raumtechnik Messebau & Event Services GmbH, our employees, and any third parties commissioned by us (hereinafter referred to as "representatives") from third-party claims related to damage to exhibition objects, facilities, or buildings unless caused by gross negligence. This obligation shall not apply if the Client proves that we or our representatives have acted with intent or gross negligence.

8.2 The Client must insure all exhibition-related items (e.g., construction elements, tools, equipment) against loss and damage, including international transport and goods under customs seal. In the case of transportation abroad, the Client must also insure the items to be stored under customs seal against loss and damage.

9. Warranty

9.1 In the case of trade fair and exhibition stands, recognizable defects must be reported upon acceptance, in the case of other deliveries and services immediately, but at the latest within three (3) days after acceptance, hidden defects in the case of trade fair and exhibition stands within 24 hours, otherwise immediately after discovery. In the event of a timely and justified complaint, the Client shall be entitled, at our discretion, to rectification or replacement delivery.

9.2 If rectification or replacement is not provided in a timely manner — despite a reasonable grace period— the Client may request a price reduction. For planning services, liability is limited unless no executing company can be held liable.

9.3 Further claims - regardless of the legal basis - are excluded unless arising from willful misconduct or gross negligence.

10. Retention of Title and Copyright

10.1 We retain ownership of delivered items until all claims are fully paid.

10.2 Unless otherwise agreed, we reserve the copyright and the right of use to drafts, production drawings, performance descriptions and other documents - also in electronic form - as well as to our other intellectual property.

11. Force Majeure

11.1 "Force Majeure" means the occurrence of an event or circumstance that prevents us from fulfilling one or more of our contractual obligations if and to the extent that we prove that: (i) this impediment is beyond our reasonable control and (ii) it was not reasonably foreseeable at the time of the conclusion of the contract and (iii) the effects of the impediment could not reasonably have been avoided or overcome by us (hereinafter: "Force Majeure Event").

11.2 A case of force majeure is rebuttably presumed in the case of the following events: (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage, blockades or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, information systems or power; (vii) general industrial unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

11.3 From the time at which the obstacle makes it impossible for us to provide our services, we shall be released from our obligation to fulfill our contractual obligations and from any liability for damages or any other contractual remedy for breach of contract, provided that this is communicated immediately in text form. Our services rendered up to this point in time shall be invoiced at the agreed remuneration. If the notification is not made immediately, the exemption shall take effect from the time at which the notification reaches the Client. If the effect of the asserted obstacle or event is temporary, the above consequences shall only apply for as long as the asserted obstacle prevents us from fulfilling the contract.

12. Limitation Period

Claims against us expire within twelve (12) months unless a shorter statutory period applies. The limitation period for warranty claims begins at the time of acceptance.

13. Governing Law and Jurisdiction

13.1 These GTC and the contractual relationship between us and the Client shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Ostfildern.

Only the German version of these General Terms and Conditions shall be legally binding; the English text merely constitutes a convenience translation.

Status: November 2024