



GENERAL TERMS AND CONDITIONS OF BUSINESS

Applicable to Professional Event Services provided by Messe München GmbH

These General Terms and Conditions of Business (hereinafter the “AGB”) shall apply to the provision of Professional Event Services by Messe München GmbH (“MMG”) toward its clients.

1. Award of Contract; Derogative Terms and Conditions

- 1.1. MMG will submit an offer to Client, which may be in writing or in text form [cf. § 126 of the German Civil Code]. Client will fill out the contract form enclosed by MMG, and return the same to MMG. By doing so, Client will accept the offer submitted by MMG.
- 1.2. Only contracts sent in writing or text form will be binding. The same will also apply to any subsequent alteration.
- 1.3. These General Terms and Conditions of Business issued by MMG will apply exclusively. Any deviating general terms and conditions issued by Client will not apply even where MMG may not have objected expressly to their inclusion. MMG’s AGB will apply even in cases where MMG submits an offer to Client while having cognizance of any terms deviating from, or being contrary to, MMG’s terms and conditions of business. Any failure to object shall not be deemed a recognition of terms and conditions of business other than those of MMG.

2. Payment and Cancellation

- 2.1 Upon conclusion of a contract, half of the contract value shall be due for payment to MMG. In respect thereof, MMG will issue Client with an invoice. After the completion of the respective event, MMG will provide Client with a final invoice based on the actual costs incurred. The amount of the advance payment will be credited against the total of the final invoice.
- 2.2 In the event of a contract being canceled, MMG will have the right to retain the advance payment. If prior to a cancellation by Client MMG has incurred costs because of any order placed with a third party, MMG will have the right to charge any such cost to Client unless MMG can cancel the order placed with such third party.

3. Liability

- 3.1. MMG will be liable for physical injury (i.e. damage resulting from death, bodily harm, or harm to health) suffered as a consequence of any neglect of duty as shall be attributable to MMG, its legal representatives, or vicarious agents, as well as for any other damage resulting from any intentional or grossly negligent breach of duty on the part of MMG, its legal representatives, or vicarious agents. Furthermore, MMG will be liable for any other damage caused by negligent violation of material contractual obligations on the part of MMG, its legal representatives, or vicarious agents; the term “material contractual obligations” shall be understood as meaning those duties which, when performed, will enable the due and proper implementation of a contract in the first place, with the other contracting party being entitled to have confidence in its counterpart’s compliance under the general principle of good faith. In the event of any violation of material contractual obligations, MMG will assume liability only if the resulting damage will be typical and not consequential and, in any such case, for a maximum amount equaling five times the consideration payable by MMG, but no more than EUR 100,000.00 per loss-entailing event.
- 3.2. Client shall observe the terms and policies applicable to the use of the premises of Messe München, as amended. Binding legal instruments applicable to Client will also include the Technical Guidelines as amended. Any provisions in the Technical Guidelines which pertain to exhibitors will equally apply *mutatis mutandis* to Client as well.

4. Severability; Place of Performance; Legal Venue

- 4.1 Any legal invalidity of individual provisions of these AGB will not affect the validity of the remaining provisions.
- 4.2 For both Contracting Parties, the place of performance for all contractual duties, particularly obligations relating to performance and payment, shall be Munich.
- 4.3 Business relations hereunder shall be governed by the laws of Germany, to the exclusion of the provisions of private international law and the U.N. Convention on the International Sale of Goods. The legal venue for any and all disputes arising from, or in connection with, these business relations shall be Munich. In addition, MMG will have the right to assert its claims against Client, at its own discretion, in the court having jurisdiction over the place where Client may have its head office or branch office.