

General Terms and Conditions of Business of Messe München GmbH for Advertising Hoardings and Materials



1. Area of application

The following General Terms and Conditions of Business apply for all orders placed by natural or legal persons ("customers") with Messe München GmbH, relating to advertising posted on hoardings at the trade fair centre and/or in its grounds.

2. Execution

The rules of execution relevant to advertising hoardings and materials must be observed. Material and format discrepancies may cause additional costs.

3. Delivery deadlines

Advertising materials produced by exhibitors themselves and appropriately detailed assembly instructions must have been submitted and received no later than 14 days before the start of the trade fair.

Data relevant to advertising hoardings and/or lettering:

- to-scale data must be supplied in its final form together with type and colour samples as per CMYK no later than 30 days before the start of the trade fair.

Messe München GmbH reserves the right to raise price surcharges in the case of non-compliance with delivery deadlines.

Delivery address:

Messe München GmbH
Abt. Media Sales
Messegelände
81823 München, Germany

4. Proviso

Failure to deliver materials on time may put the proper and orderly execution of orders at risk. No complaints will be accepted for any resultant failures and/or processing defects. Messe München GmbH is entitled to refuse to accept an order and the execution thereof. Apart from design or technical reasons, this may also occur in respect of advertising that by way of its statement or form of presentation includes such content as is

- political, philosophically or religiously extreme, xenophobic,
- in bad taste (e.g. sexist or similarly offensive) or
- against the interests of the property owner or other carriers or is capable of arousing such associations.

Moreover, Messe München GmbH is entitled to reject advertising whose content and/or form it deems to violate valid law or good morals or whose execution cannot reasonably be expected of it (e.g. for reasons set out in the above section). Furthermore, Messe München GmbH is entitled to reject orders from customers who are not participating as exhibitors in the given trade fair. Moreover, the customer cannot assert any claim in respect of order acceptance on the part of Messe München GmbH.

5. Return/Despatch/Collection

Advertising materials to be collected will only be stored on request and for a max. period of 7 days following the end of the trade fair. If required by the customer and payable by same, the advertising materials can be returned to the delivery address the customer indicates. Messe München GmbH does not accept liability for such advertising materials

as are damaged, misappropriated or lost. Advertising materials can be prepared for despatch or collected no earlier than on the first working day following the end of the trade fair.

6. Placements

Confirmed placements may deviate slightly or be unavailable as a result of building measures or own use on the part of Messe München GmbH. The order price will be reduced on a pro rata basis if an equivalent placement cannot be found.

7. Price

The total price agreed is payable no later than 4 weeks after receipt of invoice. No price reduction may be claimed as a result of damage to advertising hoardings and/or materials caused by the weather or third parties.

8. Complaints

Complaints should be lodged with Messe München GmbH's Media Sales Department immediately to enable any defects to be corrected quickly. Complaints received later than this cannot be given due consideration nor can claims be asserted against Messe München GmbH on the basis of them.

9. Liability

The customer is solely liable for any damage incurred due to the provision, assembly and dismantling of advertising hoardings and materials on the part of the customer as well as due to loss by theft. Messe München GmbH accepts no liability for damage due to bad weather and/or vandalism nor for damage by third parties. Messe München GmbH may request proof of compliance with safety requirements if the customer's own advertising hoardings and/or materials are to be assembled and/or set up.

10. Dismantling

Advertising hoardings/materials/displays set up by customers themselves must be removed within the following periods:

Outdoor areas

- by midnight on the last day of the trade fair Hall areas
- within the official dismantling period.

In the case of non-compliance with these deadlines, Messe München GmbH may dispose of the advertising hoardings/materials/displays etc. at the expense of the customer.

11. Cancellation

In the event that the customer cancels a firm booking, Messe München GmbH reserves the right to charge the customer with the full amount due by way of the booking.

12. Place of performance and legal venue

The place of performance is Munich. The legal venue for all legal disputes arising from this contract is also Munich providing the contracting parties are engaged in a trade or business, legal persons under public law or special funds under public law, or at least one of the contracting parties has no general legal venue in the Federal Republic of Germany, or one contracting party moves his or her domicile or usual place of residence away from the Federal Republic of Germany after conclusion of the contract or his or her domicile or personal place of residence is unknown at the time legal action is taken.