



General Terms of Purchase and Rental

for legal relationships with Suppliers

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I. General

The Principal executes orders for events, trade fairs and exhibitions. A vital component of these orders is that supplies are provided to absolute deadlines, as any delay may cause considerable damage, and in particular jeopardises the Customer's event and/or exhibition opening on time. To the same extent, it is to be ensured that the event implementation meets all quality requirements. Taking into account these preconditions and the need to guarantee that the Customer's exhibition commences within deadlines and to meet all quality requirements, the following Terms form supplementary rules to the contract/order governing legal relationships between the Principal and the Supplier/Subcontractor.

II. Basic Contract Principles

1.

All supplies and services – also on a rental basis - are subject to the Terms below. They apply to all future legal relationships with the Supplier/Subcontractor, regardless of whether they are referred to separately in subsequent orders. Unconditional handover of goods or supplies will be deemed an acceptance of these General Terms of Business.

2.

Any contractual Terms of Business and Supply by the Supplier/Subcontractor will only become part of this contract if acknowledged in writing by the Principal.

3.

A condition of the business relationship between the Principal and the Supplier/Subcontractor is his creditworthiness. In case the Supplier/Subcontractor has supplied incorrect or incomplete details as far as he personally or his creditworthiness is concerned, or he has ceased his payments, or bankruptcy or composition proceedings have been applied for over his assets, the Principal is entitled to withdraw from the contract.

III. Contract Conclusion

This contract will be concluded as a rule by receipt of the booking/order placement. The Principal is entitled to amend any errors in the order placed or to cancel any orders up to 6 working days after receipt of the booking/order placement without the Supplier/Subcontractor being entitled to any rights arising from this.

IV. Contents of Contract

Applicable are the order/booking and the corresponding Supplier/Subcontractor offer. Differences in the Supplier/Subcontractor order confirmation which have not expressly been agreed by the Principal are inapplicable, even if the order confirmation has not been expressly rejected.

V. Offers and Prices

Due to the special characteristics explained in para. 1, all Supplier/Subcontractor offers are deemed to be binding, even if declared to be without commitment. Prices will be guaranteed by the Supplier/Subcontractor until the respective order or event has come to its conclusion. Any price increases are excluded.

VI. Freight and Packaging

1.
All shipments to be made "carriage paid" to the delivery address stipulated by the Principal.
2.
Any additional cost arising from express carriage to keep within agreed delivery deadlines to be borne by the Supplier/Subcontractor.
3.
Any other ancillary and packaging costs to be borne by the Supplier/Subcontractor. This also applies to any products requiring special types of carriage and/or packaging, and for any necessary return shipments of goods to the supplier. The Principal is not obliged to return goods in their original packaging.
4.
In case of inappropriate packaging and/or shipment, the Principal is entitled to invoice the Supplier/Subcontractor for any damages incurred because of this, particular in view of any higher processing expenditures incurred.

VII. Transfer of Risk

1.
Unless expressly agreed otherwise in writing, any transport risks, e.g. the risk of loss of or damage to goods in transit, rests with the Supplier/Subcontractor. Only once goods have been duly handed over by the Supplier/Subcontractor to the Principal or any third party appointed by the Principal, the risk of accidental destruction and any accidental deterioration will pass to the Principal.
2.
Goods are only deemed to have been duly handed over once the specified recipient or his authorised representative have unconditionally signed the delivery note. Damaged goods or damaged packaging will entitle to the addition of a proviso and/or refusal of the goods.
3.
In case goods duly accepted in the first place are returned to the Supplier/Subcontractor, e.g. due to defects, risk will pass to the Supplier/Subcontractor with the goods leaving the store/the place of dispatch.

VIII. Deadline/Late Deliveries

1.
Any deadlines have to be unconditionally and absolutely adhered to due to the specific characteristics specified in para 1. The Supplier/Subcontractor guarantees he will keep to the deadlines.
2.
The Supplier/Subcontractor is obliged to advise delivery until 14.00 h on the day preceding the delivery at the latest. Otherwise it cannot be guaranteed that it will be possible to unload and hand over goods in time.

3.
The Supplier/Subcontractor accepts the absolute duty to procure the goods to be supplied.
4.
The Supplier/Subcontractor is obliged to immediately inform the Principal in writing if circumstances arise or become apparent which will result in the agreed deadline being exceeded.
5.
If the Supplier/Subcontractor is in arrears, the Principal, after unsuccessfully setting a period of grace, is entitled to withdraw from the contract and claim damages.
6.
Partial shipments are only permitted with the Principal's express agreement in writing.
7.
The Supplier/Subcontractor is obliged to always quote all references (e.g. order reference) on all papers and delivery notes. Each shipment has to be accompanied by a delivery note. The Supplier/Subcontractor will be liable for any consequences arising from any failure to do so.

IX. Notification of Defects/Complaints

1.
There is no obligation for the Principal to investigate goods, especially if packaging is undamaged. This is also applicable in cases where damage to the packaging was apparent on delivery. Any notification of defects is deemed to be made in time. Para. 377 HGB does not apply.
2.
The Principal is entitled, but not obliged to return defective goods at the cost and expense of the Supplier/Subcontractor to him.

X. Warranty/Guarantee

1.
The Supplier/Subcontractor grants an independent warranty for all products supplied by him that they are free from any defects until at least the end of the respective event.
2.
The Principal is free to demand remedial work or exchange/re-production from the Supplier/Subcontractor. In addition, the Principal is entitled to all legal warranty rights in their entirety.
3.
The Principal is entitled to remedy any defects at the cost of the Supplier/Subcontractor himself in case there is a special urgency. As far as possible the Principal will inform the Supplier/Subcontractor before undertaking such remedial works.
4.
The Supplier/Subcontractor expressly warrants that replacement parts for any product delivered or to be delivered by him will be available in adequate numbers for at least 5 years after the conclusion of this contract and can be obtained accordingly.

XI. Product Description/Samples

1.
The Supplier/Subcontractor expressly guarantees any details stated in any product descriptions (leaflets etc.) concerning the product's properties. He guarantees that goods supplied agree with the product description and samples supplied as to their quality, composition, shape, workmanship and appearance. Properties such guaranteed also apply to subsequent deliveries.

2.

In case goods cannot be supplied in accordance with original product descriptions or samples any longer, any differences have to be agreed in advance by the Principal. The same applies for any changes in construction undertaken after placing an order, even if these may serve as improvements, and any changes to the product description.

XII. Terms of Payment

1.

Unless expressly agreed otherwise, payment will be made within 14 days against 3% payment discount or within 30 days, calculated from the day of defect-free delivery and receipt of invoice.

2.

Payment terms are fulfilled with posting of a remittance or by placing an instruction for payment. In case of early delivery, payment terms will only commence with expiry of the agreed deadline.

3.

In case the Principal is in arrears with payment, only legally chargeable interest may be charged. Any further claims to damages are excluded.

XIII. Quality and Approval Marks

1.

In case any quality and approval marks are used for products offered and supplied by the Supplier/Subcontractor, i.e. VDE, TÜV, GS, CE, UE, Environmental Angel, Which Report etc., the Supplier/Subcontractor on request has to provide proof of his rightful entitlement to use these.

2.

The Supplier/Subcontractor is obliged to keep indemnified the Principal on first request from any damages and/or costs arising from any unauthorised use of the marks stated above, or from any infringement of his obligation to provide proof by the Supplier/Subcontractor.

XIV. Protective Trade Rights

1.

The Supplier/Subcontractor is liable for ensuring that the goods supplied by him with all their descriptions and features may be distributed freely and in particular do not infringe any third party protective trade rights (e.g. copyrights, patents, licences, registered designs and design patents) or any other legal regulations in this regard.

2.

The Supplier/Subcontractor is obliged to keep the Principal indemnified from any claims arising from such infringements of protective trade rights. In addition, the Principal may claim for any damages in excess, including any lost profits.

XV. Product Liability

1.
The Supplier/Subcontractor vouches for all products offered and/or supplied by him fulfilling all standards, regulations, conditions and any other legal requirements as to their distribution and their intended use.
2.
Insofar as the Supplier/Subcontractor is liable for any product damages, he undertakes to indemnify the Principal from any third party claims for damages on first request to do so.
3.
The Supplier/Subcontractor undertakes to maintain product liability insurance with an adequate cover sum for each case of damage to persons or property. Relevant proof is to be supplied at the Principal's request.

XVI. Retention of Title

1.
Any extended or expanded Retention Rights by the Supplier/Subcontractor are expressly not recognised by the Principal.
2.
In case of a simple retention of title, the Principal is entitled to sell or process the Supplier/Subcontractor's products during the proper course of his business.

XVII. Cessation/Set-Off

1.
The Principal is entitled at any time to set off any outstanding debts of his own against the Supplier/Subcontractor, for whatever legal reason.
2.
Any set-off by the Supplier/Subcontractor may only take place to cover undisputed, legally ascertained outstanding debts against the Principal.
3.
The Supplier/Subcontractor waives any possible entitlements to refuse supplies or retain title and any claims to any possible rights to refrain by way of interim injunctions.

XVIII. Data Protection/Confidentiality Clause

1.
Any goods produced in accordance with Principal's details, drawings or models may not be placed at the disposal of third parties or made accessible to them without the Principal's express written agreement.
2.
Any know-how and other business and knowledge of any company secrets of the Principal that the Supplier/Subcontractor may have acquired during the course of his business relationship/order processing have to be kept strictly confidential by him and may not be passed on to third parties. This also applies after termination of a business relationship.

3.

The Principal uses electronic data processing and for this purpose stores the Supplier/Subcontractor's personal and business data within the scope of the Federal Data Protection Law (Bundesdatenschutzgesetz).

XIV. Final Clauses

1.

Place of Performance for any rights and obligations arising from this contractual relationship is the Principal's head office location, unless expressly otherwise agreed. This also applies to ancillary and replacement obligations.

2.

Exclusive Court of Jurisdiction for any legal matters arising from this contractual relationship and any legal matters in connection with or arising from it is the Principal's head office location. The Principal is also entitled to sue at the Supplier/Subcontractor's head office location.

3.

Legal relationships between the Principal and the Supplier/Subcontractor are subject to German Law.

4.

In case any individual provisions are invalid in their entirety or in part, the validity of all other provisions will remain unaffected. The Supplier/Subcontractor agrees now that such ineffective provision will be replaced by such effective provision which as closely as possible fulfils the purpose and intention of the invalid provision.