

## General Terms and Conditions

for Additional Services for Media Packages at events run by Messe Frankfurt Exhibition GmbH  
(last updated December 2020)

### General information

Additional services as defined in these General Terms and Conditions mean the publication of e.g. logos, texts, images, additional product groups, links, advertisements, supplements, and bookmarks in the official print media (printed and digital versions of catalogues and/or guides) and in the online media (event website, event app and if applicable digital event platform) for the respective event.

By placing an order for additional services over and above the scope of services in the Obligatory Media Package for the respective Messe Frankfurt Exhibition GmbH event (hereinafter MFE), the Client acknowledges these General Terms and Conditions from Messe Frankfurt Medien und Service GmbH (hereinafter MFS). These conditions apply exclusively. Any Client Terms and Conditions conflicting with or deviating from these General Terms and Conditions shall not be recognized, unless MFS has explicitly agreed to them in writing.

### 1. Orders

- (1) Orders must be placed via the Media Package Manager application (hereinafter MPM). Each order placed applies solely to the event specified there.
- (2) No contract will be concluded between the Client and MFS until the Client receives confirmation of the order from MFS.
- (3) Subsequent verbal agreements and changes to the order will only become legally binding after express confirmation by MFS.
- (4) Only event-related exhibition goods may be submitted for entry in the print and online media.
- (5) Stating any kind of price information with any of the additional services is not permitted in the print or online media.
- (6) Clients who have not been registered as exhibitors with MFE will be excluded from publication in the print and online media. Advertising orders from non-exhibitors will only be accepted with prior agreement from MFE.

### 2. Term of the additional services

- (1) Additional services for the catalogue ordered before the submission deadline will be published once in the catalogue for the event the Client has registered for, as long as the Client provides all of the data.

- (2) Additional services for the event website will be published online four weeks before the event at the latest, provided that the Client has submitted all necessary data by the catalogue submission deadline. Information received thereafter will still be published online before the event begins, if possible. Information on the event website will be displayed until the online exhibitor and product search is updated for the subsequent event, at the latest. MFE will determine the date for the update. MFS has no influence over this.

### 3. Data the Client must provide

- (1) When placing an order, the data required from the Client for the print media (e.g. texts, logos, images, advertising data) must reach MFS at latest by the submission deadline specified for the catalogue. If the Client fails to submit the necessary data in due time and after a reasonable extension period set by MFS has fruitlessly expired, MFS is no longer obligated to fulfill the Contract. Orders or data received by MFS after the respective submission deadline will be included in the catalogue supplement if possible, under the same conditions, or published in the online media.
- (2) The Client must send MFS any changes regarding the data required from the Client in due time and in writing to allow the technical implementation of these changes. The Client will bear the cost of any additional expenses MFS incurs as a result of these changes.
- (3) Templates for the Client's approval will only be sent for advertisements designed by MFS. If the Client fails to give their written approval by the deadline specified, approval to publish the data is assumed to be granted.
- (4) The Client is responsible for the accuracy, completeness and legal admissibility of all information and data the Client sends to MFS. The use of data belonging to third parties requires their consent; the Client is assumed to have obtained this when placing an order with MFS. If executing the Client's order infringes the rights of third parties, in particular copyrights, trademarks or competition rights, the Client alone is liable. This also applies to rights to internet domains and to the content and design of

homepages and websites. In this context, the Client indemnifies MFS against all claims by third parties due to such infringement. This indemnity also includes reimbursing costs MFS may incur through prosecution/legal defense.

The Client will also compensate for any related damages incurred by MFS.

- (5) Existing MFE requirements are decisive for all additional services. MFS has no influence on the content or composition of these requirements. Even in the case of orders to the contrary, only the data specified by MFE as valid can be accepted.
- (6) MFS reserves the right to change the sorting specified by the Client according to systematic criteria. Sorting must be directly related to the exhibitor name that appears in the print and online media.
- (7) To ensure the uniform appearance of typeset, MFS will make the final decision in questions of design (text structure, font, size, graphics). Requests to place content in a specific position can only be considered if this is possible from a production point of view.

### 4. Discontinuation of additional services due to infringement

- (1) If MFS is informed of any possible infringement in the Client's information or materials (data) – and thus the Client's appearance in the print or online media – MFS will fulfill its verification obligations. If, following legal examination of the factual and legal situation, MFS concludes that there has been an infringement, it can suspend all relevant additional services and block the Client in the online media concerned. This shall not provide grounds for a price reduction or reimbursement of costs; claims for damages are excluded. The same shall apply if MFS learns of any infringement in the Client's data through a court decision.
- (2) If a court subsequently concludes differently from MFS as part of its verification obligation, or if a court decision on an infringement by the Client is overturned by a later court decision, the Client is likewise not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFS.

## 5. Messages from users

- (1) The Client hereby agrees to receive e-mail inquiries from users via the online media. MFS is not responsible for data, information, or content used by users and in this context excludes any liability.
- (2) The Client is prohibited from using the addresses, contact information, and e-mail addresses obtained through the use of the online media for any purpose other than contractual and pre-contractual communications. In particular, the Client is prohibited from sending any commercial advertising or unsolicited advertising (spam) with this data.

## 6. Withdrawal

- (1) Should the Client cancel or reduce orders the Client has already placed, or fail to comply with MFS' technical formatting specifications for the submitted data, MFS is entitled to demand a processing fee of up to 100% of the order value, without providing further evidence of the damages. The Client is entitled to show that there were no damages or that these were significantly lower than the processing fee.
- (2) MFS reserves the right to withdraw from the Contract if – according to the best judgment of MFS – the data submitted by the Client for the additional services infringes laws, official regulations or public decency, if publication is unacceptable for MFS or MFE, or if the Client is in default of a payment due for previous or ongoing orders.
- (3) MFS may also withdraw from the Contract if the data submitted by the Client include references to products or services which are in competition with the services offered by the Messe Frankfurt Group.
- (4) MFS also has the right to cancel supplement and bookmark orders in the catalogue if it cannot approve the order after receiving a sample of the supplement/ bookmark. This also applies to supplements whose format or layout give readers the impression that they are part of the catalogue, or contain third-party advertisements.
- (5) The Client will be informed immediately if an order is canceled.

## 7. Force Majeure

- (1) Both contracting parties shall be released from the contractual obligation insofar as the service is not possible as a result of force majeure or similar events or cannot be reasonably expected in view of the totality of circumstances. Force majeure denotes an external, unforeseeable event for which no operational connection can be demonstrated, and which could not have been prevented, even with the highest level of care that could reasonably be expected. A case of force majeure exists, in particular, in the event of natural disasters (e.g. earth-

quakes), war, terrorist attacks, epidemics, pandemics, travel restrictions, administrative orders and bans/prohibitions, embargoes, raw material shortages, and lack of transport options. A similar circumstance is every event that is outside of the controllable sphere of influence of the parties and is also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective party cannot be held responsible.

- (2) If the service cannot be provided due to force majeure or similar events, then each party shall be responsible for its own costs incurred up to this point. Claims for damages by the parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events. MFS will reimburse the contract partner amounts already paid to MFS.

## 8. Prices and payment conditions

- (1) The respective prices are shown on the MFS order form in the MPM. Costs for printing documents are not included in the advertisement price and the Client will be invoiced separately for these.
- (2) Prices exclude VAT.
- (3) Invoices are due, net, immediately after invoicing. MFS expressly reserves the right to prepayment. Payments can only be made to one of the MFS accounts specified on the invoice, stating the invoice number and customer number. There are no discounts for early payments. Complaints about invoices must be asserted in writing within a preclusion period of 14 days after receipt.
- (4) The Client must provide the information required for invoicing, such as the recipient of the service, billing address, VAT ID, order number etc., when placing the order. If missing or incorrect information necessitates changes, MFS will charge the Client a processing fee of EUR 50.
- (5) The Client may only offset undisputed claims or legally binding claims against MFS. This also applies to commercial transactions. The Client is only entitled to the right of retention, according to Sec. 273 of the Civil Code (BGB) to the extent that the counterclaim arises from the same contractual relationship. Sections 273, 320 BGB, and 369 of the Commercial Code (HGB) do not apply to business dealings with merchants.

## 9. Warranty

- (1) Obvious defects must be reported to MFS in writing within 30 days of publication, or immediately after publication for fully qualified merchants. Notifications of defects received thereafter will not be considered by MFS; the entry is then considered approved.
- (2) If the additional services ordered have not appeared in the print media in full or in part, or have appeared in a modified form (that is, different from the data submitted by the Client), the Client has no right to supplementary performance, and in particular no right to a reprint, or to the insertion or dispatch of errata. For fee-based publications in the print media, the Client is entitled to a reduction in the invoice total.
- (3) If complaints in online media are justified, the Client can request supplementary performance from MFS, to the exclusion of other claims. In cases of delayed, omitted or, failed supplementary performance, the Client can withdraw from the Contract or demand a reduction.

## 10. Liability

- (1) MFS is not liable for damages caused by ordinary negligence, unless there is an infringement of essential contractual obligations whose fulfillment is necessary to achieve the objectives in the Contract (violation of cardinal obligations).
- (2) If cardinal obligations are violated due to ordinary negligence, MFS is only liable for damages that were reasonably foreseeable when the Contract was concluded and which are typical of this type of contract. In this case, MFS is not liable for indirect consequential damages.
- (3) Liability for MFS is limited to the amount payable for the order in question.
- (4) The above limitations of liability do not apply if claims have been asserted based on an injury to life, body or health, if the liability is mandatory according to the Product Liability Act (ProdHaftG), if it is a matter of a written guarantee or in the case of fraudulent concealment of a fault, as well as in the case of intent and gross negligence.
- (5) Postponement of the publication date of the relevant print media does not entitle the Client to claims for damages.

## 11. Limitation

Claims by the Client due to defects or compensation are limited to one year from the start of the statutory limitation period. This does not apply to the limitation of claims pursuant to Section 10 (4).

## 12. Advertising agencies

Advertising agencies are only paid an agency fee for conventional printed advertisements and third-party supplements in print media.

### 13. Place of performance and place of jurisdiction, German Law

- (1) The Contracting Parties expressly agree that as far as merchants, legal persons under public law, or special funds under public law are concerned, Frankfurt am Main is the place of performance and place of jurisdiction for all claims or legal disputes arising from this Contract. The same applies if one Contracting Party has no general place of jurisdiction in Germany.
- (2) Alternatively, the special place of jurisdiction for the place of performance, as defined in Sec. 29 of the Code of Civil Procedure (ZPO), is agreed, which results from the nature of the contractual obligation.
- (3) Frankfurt am Main as the place of jurisdiction also applies to contested enforcement proceedings. As soon as the enforcement proceedings become part of the legal dispute and the competent law court of the debtor's general place of jurisdiction assumes the case, application is to be made for transfer to the competent law court in Frankfurt am Main.
- (4) In addition, each Party shall be entitled to sue the other at its residence or place of business.
- (5) If any provision in these General Terms and Conditions should be ineffective, this will not affect the validity of the remaining provisions. The Contracting Parties agree to replace the ineffective provisions with effective provisions that correspond to the economic purpose of the ineffective provisions.
- (6) For the interpretation of the General Terms and Conditions and all other conditions, the German text and German Law shall prevail.

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