

Terms and conditions for the supply of additional stand equipment

1. Order placement

(1) Orders may be placed either electronically, via the online shopping basket (by using the Easyorder online shop), or, if you wish to use the attached documents, in writing by completing and submitting the order forms for the event in question. Orders which are made verbally or over the phone must be confirmed by the exhibitor in writing.

(2) Electronic orders which are sent from the password-protected online shop are valid without signature. Written orders must bear the legally binding signature of the customer, and a single copy must be received by Messe Frankfurt Medien und Service GmbH, Fairconstruction, in advance of the event by no later than the date specified on the order form, as it will otherwise be impossible to guarantee their timely completion. Orders submitted by a third party (stand designers/builders, participants in joint stands or similar) shall only be accepted and carried out if they have been placed electronically from this third party's own account or, for written orders, if they bear the signature and company stamp of the exhibitor, or the third party has been granted power of attorney (referred to in the online shop as a sub-account).

(3) For orders received online or in writing less than eleven (11) days before the start of the event, Messe Frankfurt Medien und Service GmbH, Fairconstruction, will invoice the additional expenses entailed with a flat rate of 40%.

2. Description of services to be provided

(1) Messe Frankfurt Medien und Service GmbH, Fairconstruction, shall have the ordered stand equipment made available, based on exhibitors' orders.

(2) All articles supplied by Messe Frankfurt Medien und Service GmbH, Fairconstruction, are rent as long as it is not marked as article for sale.

3. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Medien und Service GmbH, Fairconstruction, shall also be entitled to issue invoices before the performance of services.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

(4) Complaints regarding the non-provision or incomplete provision of ordered items or services must be received by the vendor/supplier involved no later than the first day of the trade fair. Any complaints received thereafter will be disregarded.

4. Cancellation by the customer

In the event that an order is to be cancelled, the customer shall notify Messe Frankfurt Medien und Service GmbH, Fairconstruction, thereof in writing no later than three (3) weeks prior to the opening of the event involved, reckoned from the date of receipt. Cancellations can be accepted at later dates only if the respective service(s) – or parts thereof – have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

5. Liability

Messe Frankfurt Medien und Service GmbH, Fairconstruction, assumes no duty of care for exhibited goods or stand facilities and, in this respect, accepts no liability whatever for damage or loss. This disclaimer of liability is by no means restricted by guarding or surveillance measures implemented by Messe Frankfurt Medien und Service GmbH, Fairconstruction. All cases of damage must be reported to the police, to the insurance company and to Messe Frankfurt Medien und Service GmbH, Fairconstruction, without delay. In other respects, Messe Frankfurt Medien und Service GmbH, Fairconstruction, only ever assumes liability in cases of wilful intent or gross negligence. Messe Frankfurt Medien und Service GmbH, Fairconstruction, also accepts liability for damages caused by simple negligence as long as such negligence relates to an infringement of those contractual duties which are of essential importance for fulfilment of the purpose of the contract (material contractual obligations). In such cases, claims for damages shall be limited to the typical damages that were foreseeable when the contract was concluded. In this respect, Messe Frankfurt Medien und Service GmbH, Fairconstruction, shall not accept any liability whatever for indirect damage or consequential damage caused by a defect, particularly including lost profits. The aforementioned disclaimer of liability does not apply to death, physical injury or damage to health.

6. General conditions

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both contracting parties undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.