

GENERAL TERMS AND CONDITIONS

1. Validity of the terms and conditions

1. Our deliveries, services and offers are made solely on the basis of these terms and conditions. These therefore also apply to all future terms and conditions, even if they are not expressly agreed again.
2. The following terms and conditions apply to all our services and deliveries in the course of business with the contractual partner, whereby the latter is understood to mean, in particular, a buyer, purchaser or tenant. Any terms and conditions of the contractual partner that deviate in whole or in part from our terms and conditions are only effective if we have confirmed them in writing. Counter-confirmations by the contractual partner are hereby contradicted. In particular, delivery by us does not constitute our agreement.

2. Offer and conclusion of contract

1. Our offers are subject to change and non-binding. Declarations of acceptance and all orders require our written or fax confirmation in order to be legally valid. Orders placed verbally or by telephone are only binding for us if we subsequently confirm them in writing.
2. Materials, colours, dimensions and other technical details are only binding if expressly agreed in writing. We are not liable for any obvious errors, typographical errors and miscalculations in the documents, drawings and plans submitted by us. The contractual partner is obliged to inform us of such errors so that our delivery can be corrected and performed anew. This also applies to missing documents or drawings.

3. Prices / terms of payment / project progress

1. Our sales prices are ex warehouse excluding VAT, freight, shipping packaging, insurance, etc.
2. Unless stated otherwise, we are bound by the prices specified in our offers for ten days from the date of offer.
3. Our rental price is for the duration of the event, up to 14 days, plus VAT. The rent is due before the start of the trade fair.
4. The fee will be agreed between the parties in accordance with project progress.
5. If payments are not received by the agreed deadline, we reserve the right to cancel orders already placed after issuing a written warning and setting a reasonable deadline for payment.
6. A payment is only deemed to have been made when we are able to dispose of the amount. In the case of payment by cheque, the payment will only be deemed to have been made when the cheque has been cashed.
7. We charge interest on arrears at nine percentage points above the base rate of the European Central Bank. Interest on arrears will be set at a higher or lower rate if we prove a charge with a higher interest rate or if the contractual partner proves a lower charge.
8. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, it is not permitted to withhold payments due to any counterclaims of the contractual partner which are not recognised by us or which have not been legally established, nor can they be offset against such counterclaims.

4. Shipping / delivery / packaging

1. Shipment is always carried out at the expense of the contractual partner. Unless otherwise agreed, we determine the means of transport and route of transport without assuming responsibility for choosing the fastest and cheapest option.
2. Any special requests made by the contractual partner (e.g. faster delivery method, special packaging, appointment of a specific freight forwarder) will be taken into account as far as possible. All risk is transferred to the contractual partner as soon as we hand over the goods to the carrier.

3. Delivery periods are only binding if agreed in writing. If delivery is not made within a period agreed in writing and we fail to comply with a reasonable period of grace, the contractual partner is entitled to withdraw from the contract.
4. If disruptions occur in business operations for which we or our suppliers or subcontractors are not responsible, particularly in cases of force majeure, such as war, civil unrest, epidemics, monetary, commercial or other government measures, natural disasters, strikes or lockouts, which are based on an unforeseeable event for which we are not responsible and lead to serious operational disruptions, we will be entitled to withdraw from the contract in whole or in part in light of the unfulfilled services.
5. The contractual partner may withdraw with regard to the unfulfilled part if it cannot reasonably be expected for them to wait longer and if we declare that we will not be able to completely fulfil the contract in the foreseeable future.
6. Withdrawal must be declared in writing and without delay after the reason for withdrawal has arisen. In this case, we are entitled to remuneration for the services rendered up to that point, whereby the services rendered will also include claims from third parties which we have commissioned in confidence to execute the contract.
7. The type of shipping packaging will be as deemed appropriate by us. The shipping packaging is charged according to the currently valid prices.

5. Liability

1. Claims for damages arising from a proven breach of contract, from culpa in contrahendo and from tort are excluded unless intentional or grossly negligent action is involved. This also applies to claims for damages due to non-performance, but only to the extent that compensation for indirect or consequential damages is demanded, unless the liability is based on an assurance intended to protect the contractual partner against such damages.
2. Compensation due to a breach of essential contractual obligations is, however, limited to foreseeable damage typical of the contract, unless intentional or grossly negligent action is involved.
3. We are liable without limitation for personal injury and damage to health in the event of culpability.

6. Rental conditions

1. The rented items will be made available for the agreed purpose and for the agreed period. Delivery will be made in good time so that the rented items are available at the start of the event. The rented items must be made available and accessible to the contractual partner at the end of the event, ready for collection. If the contractual partner does not wish to be insured by us, they will be liable for damages and losses from delivery to return, even if they have already left the stand.
2. Missing or damaged rented items will be charged at the replacement price.
3. Pre-ordered and reserved furniture/rented items can only be cancelled up to 14 days before the event, in which case cancellation or handling fees amounting to at least 25% of the order value will be due. In addition, materials that have already been specially produced for this order will also be invoiced. In the event of a later withdrawal, the full rental fee will be charged.
4. In the event of unforeseen circumstances, we reserve the right to supply the contractual partner with equivalent or better replacement parts in place of the rented items ordered.

7. Copyright and rights of use

1. Plans, drafts, drawings, production and assembly documents, concept descriptions as well as descriptions of exhibition and event concepts etc. will remain our property with all rights, even if they have been handed over to the contractual partner. These are deemed to be trade secrets within the meaning of Section 2 (1) of the German Law on the Protection of Trade Secrets (GeschGehG). Any transfer of usage rights beyond those required for the performance of the contract requires express written agreement, irrespective of whether special intellectual property rights (e.g. copyright) exist or not. The contractual partner undertakes to refrain from any other use in any form, in particular the reproduction and distribution, transfer to third parties or the direct or indirect reproduction, unless this is necessary for the fulfilment of the contract.

2. The contractual partner is assumed to have breached their obligations under Section 1 if they hold exhibitions or events that essentially correspond to our plans and concepts. The contractual partner will then be entitled to provide evidence to the contrary.
3. In the event of a breach of the obligations listed in section 1, we will be entitled at least to additional remuneration for the planning, design and conception services, the amount of which will be determined in accordance with the provisions of the HOAI Fee Structure for Architects and Engineers. Further claims for damages remain unaffected.
4. Furthermore, in the event of a breach of the obligation set out in section 1 above if the results of the services are transferred on a rental basis, particularly in the case of a replica, we are entitled to compensation of 50% of the agreed rental price. The contractual partner is entitled to prove that the damage did not occur or not to the defined amount.
5. If materials or documents are handed over by the contractual partner for the manufacture of the object of the contract, the contractual partner will guarantee that the manufacture and delivery of the work carried out on the basis of its documentation will not infringe the property rights of third parties. We are not obliged to check whether the information and documents provided by the contractual partner for manufacture and delivery infringe the property rights of third parties. The contractual partner undertakes to immediately indemnify us against any third-party claims for damages and to pay damages resulting from the infringement of property rights, including the necessary legal advice and legal costs.

8. Complaints

1. The contractual partner must check whether the delivered goods are of the contractually agreed quality and are suitable for the intended purpose. If this inspection is omitted, not carried out to the required extent, or if identifiable defects are not reported to us immediately, but at the latest within eight days of receipt of the goods, the goods will be deemed to have been approved with regard to such defects. Non-visible defects will be deemed to have been approved if they are not reported to us immediately after their discovery, but no later than six months after delivery of the goods to the place of dispatch. Complaints must be made in writing. Goods that are the subject of a complaint may only be returned with our express consent.
2. In the case of a rental, the hirer must carefully inspect the rented item for defects upon handover and provide immediate notification thereof. Complaints after the end of the trade fair cannot be accepted. If such notification is not made or is delayed, warranty rights are excluded in this respect. We will respond to duly raised and justified complaints by price reduction or the rectification, exchange or return of the goods against refund of the purchase price. Further claims of the contractual partner are excluded, insofar as legally permissible.

9. Statics / trade fair site costs

1. Static calculations, which may be required by the event organiser or the site operator, are not included in our services and are invoiced separately at cost.
2. Trade fair venue costs such as full and empties storage, forklifts, scissor lifts, disposal and waste, on-site recycling and floor deliveries are not included in the offer and will be invoiced directly or on the basis of actual receipts. Stand cleaning is the responsibility of the contractual partner; rough cleaning for handover of the stand is included.
3. Supply connections, e.g. Internet, water and electrical supply, suspension points for ceiling and/or rigging, sprinkler or smoke alarm systems, etc. as well as associated fees and consumption costs, will be ordered by us on behalf of and for the account of the contractual partner and only after receipt of the order at the trade fair. All expenses associated with this, such as correspondence and the preparation of separate plans, etc., will be invoiced to the contractual partner separately at cost. A processing period of at least ten working days will apply. Online and access data for order forms must be forwarded or communicated to us immediately upon receipt.

10. Eigentumsvorbehalt

1. The goods will remain our property until all claims (including balance) to which we are entitled from the business relationship as well as a current account relationship with the contractual partner, irrespective of the legal basis, have been settled. Processing or transformation is always carried out for us as the manufacturer, but without obligation for us. If the contractual partner's (co-)ownership expires as a result of a combination, it is hereby agreed that the contractual partner's (co-)ownership of the common

item will pass to us in proportion to the value (invoice value). The contractual partner will keep our (joint) property in safe custody free of charge. Goods to which we are entitled (co-)ownership of are referred to below as reserved goods.

2. The contractual partner is entitled to process and sell the reserved goods in the ordinary course of business as long as they are not in default. Pledges or transfers of title by way of security are not permitted. By way of security, the contractual partner hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods. We hereby revocably authorise the contractual partner to collect the claims assigned to us on our behalf in their own name. The contractual partner is also obliged to do so for the duration of the authorisation. At our request, the contractual partner will confirm this assignment in writing, immediately provide us with the information and documents required to assert the rights resulting from the assignment, and notify the debtors of the assignment in writing.
3. In the event of seizure of the reserved goods or the claims assigned to us, we must be notified immediately; the third party must be informed of our rights. Costs and damages will be borne by the contractual partner. In the event of a breach of contract on the part of the contractual partner – in particular default in payment – we will be entitled to take back the reserved goods at the contractual partner's expense or, if applicable, to demand the assignment of the contractual partner's claims for return against third parties.

11. Termination / cancellation

1. Until the day of the event, the contractual partner may withdraw from the contract by giving written notice. Receipt of the written notice of withdrawal by us is decisive.
2. In the event of withdrawal by the contractual partner, we may demand reasonable compensation for the arrangements made, including lost profit and expenses. Instead of specifically calculating the compensation for withdrawal, we may assert the following flat-rate cancellation charge, taking into account the typical expenses saved. The flat-rate cancellation charges are as follows:
 - 20% of the agreed fee up to four months prior to the start of the event
 - 40% of the agreed fee up to three months prior to the start of the event
 - 60% of the agreed fee up to two months prior to the start of the event
 - 75% of the agreed fee up to two weeks prior to the start of the event
 - 90% of the agreed fee within two weeks prior to the start of the event
3. The basis for calculation is the fee agreed with the contractual partner plus VAT minus the expenses saved (travel costs, accommodation, meals, etc.). The contractual partner is entitled to prove that no or lower costs than those stated by us in the flat-rate charge were incurred in connection with the withdrawal. In addition, in the event of withdrawal by the contractual partner, we are entitled to all third-party costs, cancellation fees, etc. incurred up to the date of withdrawal in connection with the contract.
4. If the contractual partner fails to accept our performance without good cause despite the declaration of completion or if the contractual partner fails to meet or properly fulfil their payment obligations, we will be released from our performance obligation after setting a reasonable grace period and may demand compensation for non-fulfilment.
5. The right to terminate the contract for good cause remains unaffected. However, a prior written request to eliminate the good cause must have been made within a reasonable period and the period must have elapsed without result. Good cause exists, in particular, if the contractual partner fails to meet their payment obligations or breaches the cease-and-desist obligations under these terms and conditions.
6. In the event of termination by us for good cause or withdrawal for reasons for which the contractual partner is responsible, the above provision of section 1 will apply accordingly.

12. Confidentiality / data protection

1. The contractual parties mutually undertake to maintain secrecy regarding all internal business matters entrusted to them or of which they have become aware through their activities, even after the termination of the contractual relationship. These are deemed to be trade secrets within the meaning of Section 2 (1) of the German Law on the Protection of Trade Secrets (GeschGehG).

2. We are entitled to use the services provided for the contractual partner as a reference in other contexts. The contractual partner is entitled to object to this in writing with effect for the future insofar as they can demonstrate a legitimate interest in doing so.
3. Please note that in the context of or in connection with the business relationship, personal data, regardless of whether it originates from us or from third parties, is processed in accordance with the EU GDPR. Please refer to our privacy policy. This can be found at <https://www.rappenglitz.de/datenschutz.html>

13. Gerichtsstand und Schlussbestimmungen

1. The place of jurisdiction for disputes arising from transactions with merchants is Fürstenfeldbruck.
2. All amendments to the concluded contract require our written consent in order to be effective. This also applies to any waiver of the written form requirement.
3. Should one or more of the provisions herein be or become void, the validity of the other provisions will remain unaffected.

* The above terms and conditions apply to Max Rappenglitz GmbH and Messebau Rappenglitz Service GmbH
Status: August 2022