

§ 1. Prevalence of terms and conditions

(1) All benefits, supplies and proposals of mlg GmbH are subject to these general terms and conditions. They are part of all contracts which mlg GmbH closes with its contractual partners (subsequently also "client") for their offered deliverable and performance. This includes all future legal acts with the client, even when this has not been agreed separately again.

(2) Otherwise conformed general terms and conditions of the contractual partner of the mlg GmbH herewith explicitly is disagreed with. They will even not be accepted if mlg GmbH does not once more explicitly disagrees upon receipt of them. Especially within delivery by mlg GmbH implies no approval. General terms and conditions of contractual partners are solely effective if mlg GmbH confirms the utilization in written form.

§ 2. Proposal and contract conclusion

(1) All proposals of mlg GmbH are subject to confirmation and without obligation, unless they are not explicitly indicated as binding or include a certain term of acceptance. Specifications of mlg GmbH regarding deliverable and performance as well as descriptions (e.g. drawings or illustrations) are only roughly applicable, as long as the application of the meant contractual reason does not require an exact conformity. They are no guaranteed characteristic of state, but rather descriptions or identifications of deliverable and performance.

(2) The contract is concluded only if mlg GmbH sends out an order confirmation to the customer after transmission of the offer (order forms of mlg GmbH for stands are also offers). An order confirmation by mlg GmbH does not occur in the order of partitions by the customer. In this case, it is sufficient for the conclusion that the respective order form for partitions is received filled out by mlg GmbH.

(3) Solely relevant for the legal relations between mlg GmbH and its client is a written closed contract, in the form of the corresponding offer in connection with the confirmation of the order or the order form, including these general terms and conditions.

(4) Oral explications and agreements are legally not binding and require for their effectiveness a written confirmation. Amendments and modifications of the agreement including these general terms and conditions require a written form to become effective. For maintaining the written form the direct delivery via fax and via E-mail is sufficient.

(5) Rented stands will be loan for the duration of an exhibition. Therefore explicitly all delivered items are only rented, unless certain products are designated as purchase items in the proposal or and/or in the confirmation of the order.

§ 3. Prices

(1) The rental prices of mlg GmbH are valid for the duration of the respective exhibition or event, for a maximum of 14 days, additionally 3% insurance (damages by third parties), additionally value added tax (VAT).

(2) Not included are, unless not agreed differently, exhibition access costs, costs for approval procedures (e.g. statics), and fees of all kind raised by exhibition companies, transport companies, handling institutions, customs authorities etc. Any additional charges due for the given rental item resulting from an increase in value-added tax, transportation tax, customs duties, export duties, overseas freight costs or similar measures or orders imposed by the relevant authorities after contract conclusion are payable by the customer.

(3) In the case of stand systems, each change of plan beginning with the third such change is subject to a flat-rate charge of EUR 25,00 plus VAT per change. Once the stand set-up period has commenced, any changes to the stand layout in the case of both stand systems and customised stands can only be carried out subject to the feasibility of the change concerned and additional costs (hourly rate EUR 45,00 plus materials plus VAT).

(4) Should a customer request be received by mlg GmbH until 14 days before the beginning of the fair, a surcharge on the rental rate is 20%. Is the order received by mlg GmbH only five days before the event, results in a surcharge of 50% on the normal rental price.

§ 4. Delivery and delivery period

(1) Compliance with delivery and service provision obligations by mlg GmbH depends on the timely proper and orderly compliance with obligations on the part of the customer. These include the punctual receipt of documents to be provided by the customer, the punctual clarification and approval of plans, no on-site hindrances, compliance with the agreed terms of payment and other obligations on the part of the customer. In case that the given requirements are not met on time or incompletely, and then the delivery period for fulfilling the performance by mlg GmbH will be appropriately extended as long as the customer has not performed all his contractual duties regarding mlg GmbH.

(2) mlg GmbH is not liable for the impossibility for delivery or delivery delays, as long as they are force majeure or other unforeseeable occurrences at the time of the signing the contract, which mlg GmbH is not responsible for. Provided that due to these occurrences the delivery or performance of mlg GmbH is significantly handicapped or impossible and the disability is not temporarily, mlg GmbH is allowed to withdraw the contract. Claims for damages and non-performance against mlg GmbH are in this case excluded.

§ 5. Terms of hire

(1) The hired goods will be provided for the agreed reason and the agreed period. The delivery takes place in time, so that the hired goods can be used to the beginning of the exhibition or event. The subleasing is only permitted to exhibition companies of the same stand. The liability for the hired goods in case of subleasing remains with the contractual partner of mlg GmbH.

(2) mlg GmbH reserves the right in case of unforeseen occurrences, to deliver to the customer an equivalent or even better substitute item.

(3) For included items of the basic equipment, which are not required from the customer, no partial refunding will be executed. These items can as well not be changed or cleared with other performances.

(4) The customer is responsible for the care and custody of the respective complete hired equipment from handing over before the beginning of the exhibition until two hours after the exhibition ends. The tenant shall be strictly liable for damage or loss of the rented property for the period in which the given items are in its duty of care, to the extent the loss or damage was not caused by a third party, and therefore covered by the insurance (see § 3 section 1 of these conditions) are covered. The customer thus bears up for all required costs to recover or repair the hired good. If an item has been damaged that much that a recovery is impossible, the customer has to cover the costs for the new acquisition. In case of loss the customer has to pay the new acquisition cost, too. These occurrences do not release the customer from his liability to pay the rent. The customer needs to inform mlg GmbH immediately of suchlike occurrences.

(5) The renting ends with the end of the respective exhibition /event. The dismantling starts immediately after the end, if not agreed differently. The hired goods have to be prepared accessible and ready for being picked up. Left items at the stand will be disposed without compensation for lost value.

(6) Ordered and reserved furniture can be canceled only up to 14 days before an exhibition/event. In case of a later withdrawal the full renting fee will be charged.

§ 6. Payments

(1) The customer has to pay the full rental fee upon receipt of invoice no later than 14 days before the start of the stand to mlg GmbH. Payment has to be made immediately upon receipt of the invoice, without deduction, unless otherwise agreed in writing. The mlg GmbH reserves the right to bring up other payment terms apply. These will be explicitly mentioned in the order confirmation.

(2) Offsetting against counterclaims of the customer or the withholding of payments due to such claims may only be made if the counterclaims are undisputed or legally. In addition, the customer is entitled to exercise a lien only to the extent authorized as his counterclaim arises from the same contractual relationship. The assertion of any further retention - particularly the commercial lien pursuant to § 369 HGB - is excluded.

(3) mlg GmbH only takes bills prior to written agreement and on account of performance in payment. All costs are borne by the customer. Until the payment of the bill, the payment claim remains.

(4) If occurrences enter the customer that leave his or her creditworthiness, the mlg GmbH is entitled to demand payment of all outstanding, already overdue debts immediately and, if a respective payment despite demand for payment within a reasonable time does not happen, to cancel the contract and to withdraw all delivered items.

(5) In case of default of payment the mlg GmbH is entitled after a reasonable appointment of a date, without threat of resignation to withdraw from the contract and to claim damages for their planning and preparation services. The assertion of further damages, especially for delay in performance remains unaffected.

§ 7. Warranty and damages

(1) In the rent, the customer has to investigate at handover the rented items for flaws and assert them without delay. If this notice does not effect or belated, warranty claims are excluded. Complaints after the ending of the fair concerning obvious defects or other defects that would have been recognized on an immediate, careful investigation, are not recognized.

(2) Properly collected and justified complaints mlg GmbH will correspond according to their own choice, either by refunding the rent by repair, exchange or redemption of the goods and refund of the rent. Since the rental property are used items constitute normal use tracks no rectification, replace and redemption claim. This also applies to material typical color and surface variations. This also applies to material typical color and surface variations.

(3) Further claims by the contractual partner, to the extent legally permissible, are excluded.

(4) The lack of a guaranteed product feature or if the customer suffers a loss due to a damage that is caused by mlg GmbH or its servants or agents intended or gross negligent, the customer may demand compensation therefore. The mlg GmbH is not liable for simple negligence of its bodies, legal representatives, employees or other agents, unless this is not a breach of contractual obligations. If such a violation of a contractual obligation exists, the liability of the mlg GmbH is limited to the foreseeable damage. For damages resulting from injury to life, limb or health, mlg GmbH shall be liable according to the legal regulations.

§ 8. Security

Cabins and lockable furniture are not burglar-proof. The locking mechanisms are provided solely as a screen. It is therefore strongly recommended the appointment of a security guard.

§ 9. Copyrights

(1) Plans, designs and design documents remain to complete ownership of mlg GmbH. The mlg GmbH retains all ownership and copyright. These documents therefore may not be reproduced without the consent of mlg GmbH, nor made available to third parties. An approval of a transfer of ownership and copyright must be in writing. Changes of plans, designs, etc. may be made only by mlg GmbH. mlg GmbH is authorized to sign working and to promote it.

(2) Graphics and other documents to be mounted, to be installed, or to be established by mlg GmbH, on behalf of the customer, are located in the customer's responsibility. mlg GmbH checks neither a violation of property rights nor the accuracy of the documents. The customer releases mlg GmbH from all possible claims for damages by legal violations or writes and color defects.

§ 10. Data processing

mlg GmbH is entitled with respect of the business or in connection with the data obtained on the customer, regardless of whether they are from customers or third parties, to process and keep them in accordance with the Data Protection Act. mlg GmbH guarantees that there is no circulation of customer data when it is not necessary for the execution of the contract.

§ 11. Warehousing

(1) Basically none of the customer items are stored.

(2) Provided nevertheless a storage services be required and rendered, this requires that a written agreement was made. For the stored items mlg GmbH is only liable for intent and gross negligence and breach of contractual obligations.

§ 12. Final provisions

(1) Jurisdiction for any disputes arising from the business relationship between mlg GmbH and the customer is the seat of mlg GmbH.

(2) Relations between mlg GmbH and the customer are exclusively subject to the law of the Federal Republic of Germany. United Nations Convention on contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

(3) As far as the contract or these terms and conditions contain loopholes, to fill these gaps apply those legally valid provisions as agreed that the contractual parties would have agreed to the economic objectives of the contract and the purpose of these terms and conditions, if they had known about the gap.

mlg

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