



# General Terms and Conditions of Messe Frankfurt Medien und Service GmbH for the provision of advertising media (onsite und online).

(Version 01/2023)

Advertising media within the meaning of the following General Terms and Conditions include onsite advertising opportunities for the trade fair in question at the exhibition grounds (indoors and outdoors), such as Megaposters, Advertising Towers, Flags, Decorative Showcases, Slim Boxes and Promotion Areas, as well as online advertising opportunities in Messe Frankfurt's online media (e.g. the event website, the digital event platform, the event app), such as Online Banners, Videos on Demand and Web Sessions for the trade fair in question.

By placing an order for advertising media, the Client accepts the General Terms and Conditions of Messe Frankfurt Medien und Service GmbH (hereinafter MFS). These terms and conditions shall apply exclusively and without exceptions. Any terms or conditions of the Client contrary to or deviating from these terms and conditions shall not be recognised unless MFS has expressly agreed to them in writing.

In the context of these General Terms and Conditions, the term „in writing“ shall include not only documents with a handwritten signature but also unsigned text in the form of e-mails, faxes and online forms.

## 1 Ordering

- 1.1 The Client's order in writing is binding.
- 1.2 The contract between the Client and MFS is only concluded upon receipt by the Client of the order confirmation from MFS.
- 1.3 Subsequent verbal agreements and amendments to the order shall only become legally binding upon express written confirmation by MFS.
- 1.4 Orders from non-exhibitors will only be accepted after prior approval by the organiser and written consent from MFS.
- 1.5 Only event-related exhibition goods may be advertised by means of the advertising media. In the case of online advertising media, this also applies to text additions to the entry that become necessary to provide a clearer overview. Exhibition goods unrelated to the theme of the trade fair in question shall not be permitted on the event website on the orders of MFS.
- 1.6 The data submitted by the Client may not contain any references to products or services that compete with the services offered by the Messe Frankfurt group of companies.
- 1.7 The giving of price information in any advertising media is not permitted.
- 1.8 The Client does not have the right to sublet, or in any other way make available, advertising media to third parties who are not exhibitors at the trade fair in question, without prior permission in writing from MFS.

## 2 Provision/term of the advertising media in question

- 2.1 The detailed specifications of the scope of services for the advertising medium in question are listed in the brochures describing the onsite and online advertising opportunities applicable to the trade fair in question and in the data sheet for the advertising medium in question.
- 2.2 The onsite advertising media on the exhibition grounds are provided for the duration of the trade fair in question; an extension requires a written agreement with MFS.
- 2.3 There may at any time be minor variations in the location of the onsite advertising media on the exhibition grounds or changes in the type of Decorative Showcases without these requiring the consent of the Client.
- 2.4 As a rule, the production, setting-up and dismantling of the onsite advertising media will be carried out exclusively by MFS once the requisite data has been provided by the Client. Any arrangements deviating from this rule will be communicated to the Client in the brochures devoted to advertising opportunities and the corresponding data sheets.
- 2.5 Promotional and special forms of advertising require the approval of the organiser of the trade fair in consultation with MFS.
- 2.6 Rented advertising space (e.g., Plano) may only be used for advertising purposes and not as active exhibition space.
- 2.7 Advertising media produced by MFS or provided by the Client for display onsite will be disposed of by MFS after the last day of the event.
- 2.8 Display of the online advertising media on the exhibitor and product search pages (e.g. Top of Search, Top of Product Group, Front Page Box) for the trade fair in question will cease at the latest when the exhibitor and product search pages are updated for the following trade fair. The time of updating and going online is determined by the organiser. MFS has no influence over this.
- 2.9 In the case of online advertising media on the website of the event in question and in the corresponding event app (such as Online Banners), the start of the term shall be agreed with the Client. As a rule, the display of the advertising media begins 4 weeks before, and ends 4 weeks after, the trade fair in question.
- 2.10 In the case of Newsletter Banners, there is a one-off placement of the banner in a single issue of the newsletter devoted to the trade fair in question. The Client will be given appropriate advance notice of the date when the newsletter is to be sent out.
- 2.11 The term for the Ticket Banners begins with the opening of the online ticketing for the trade fair in question and ends on the last day of the trade fair.
- 2.12 The term of advertising media on the digital platform of the trade fair in question (such as Big Picture, Matching Banner, Video on Demand, Web Sessions) shall be agreed with the Client. It shall be based on when the digital event platform goes online and when it closes down. The times of going online and closing down of the digital event platform shall be determined by the organiser. MFS has no influence over this.

- 2.13 A prerequisite for the timely appearance of online advertising media on the event website, in the app, newsletter, ticket shop and digital event platform is the timely transmission by the Client to MFS of the requisite data in its entirety in accordance with the specifications. Once the Client has provided MFS with the complete data, it may take as a rule up to 5 working days from the receipt of such data for the online advertising media to appear.
- 2.14 MFS commissions external service partners for Client support and the production of advertising media.

## 3 Data to be provided by the Client

- 3.1 The data to be provided by the Client for the advertising media as part of the order processing (e.g., graphic files, texts, logos) must be submitted to MFS or the service partner named by MFS for this purpose at the latest by the deadline specified in the order confirmation. Otherwise, MFS cannot guarantee that the advertising media will appear on time.  
If the Client fails to provide the data required for the production of onsite advertising media in good time, MFS alone shall determine in the given case whether it is still possible to provide the media on time for the trade fair. If so, MFS will grant the Client a suitable grace period for submission. If additional expenses are incurred by MFS due to the late transmission of data, these shall be borne by the Client. If it is not possible to grant a period of grace or if the Client also fails to meet the new deadline, MFS shall be entitled to retain or invoice the payment for this advertising medium less any expenses saved.
- 3.2 The Client shall inform MFS or the service partner named for this purpose in writing of any requested changes to the data already submitted by the Client, so that the technical feasibility of implementing the desired changes and the amount of any additional costs involved can be assessed. Any additional costs incurred by MFS as a result of the changes shall be borne by the Client.
- 3.3 The Client shall be responsible for ensuring that all statements made and data delivered to MFS are correct, complete and legally admissible.  
The use of data of third parties shall require their consent, which consent shall be deemed to have been obtained when the order is placed with MFS. Should the rights of third parties, in particular copyrights, trademarks or rights of competition be infringed in the carrying out of the order, the Client shall be solely liable. In this context, the Client shall indemnify MFS against all claims by third parties based on any such infringement on first demand. The indemnity shall also include the reimbursement of any costs MFS incurs in the course either of bringing an appropriate action or of defending against an action brought by others. The Client will also compensate MFS for any related damages incurred by MFS.

## 4 Removal of advertising media due to violation of rights

- 4.1 MFS does not examine the lawfulness of the Client's information and data. If MFS learns of a possible violation of rights in the Client's data and thus in the presentation of such data in the advertising media, it will comply with its obligation to investigate the matter. If, after a legal examination of the factual and legal situation, MFS concludes that there has been a violation of the law, it may dismantle all the onsite advertising media concerned on the fairground and cease publication of the online advertising media concerned. This shall not constitute grounds for a price reduction nor for any reimbursement of costs; claims for damages are excluded. The same shall apply if MFS is informed of a violation of rights in the Client's data by a court decision.
- 4.2 If a court subsequently comes to a different conclusion to that reached by MFS in the performance of its duty to investigate, or if a court decision concerning a Client's violation of rights is overturned by a subsequent court decision, the Client is likewise not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFS.

## 5 Prices, terms of payment

- 5.1 The respective prices are derived from MFS's current price list for the trade fair (advertising brochure devoted to advertising opportunities onsite/online) or from a separate written agreement if such has been concluded.
- 5.2 The prices do not include value added tax.
- 5.3 The invoice shall be payable immediately upon receipt of the invoice even if MFS has not yet provided the service. In the event of late payment, MFS expressly reserves the right to refuse provision.  
Payments shall be made exclusively to one of the MFS accounts stated on the invoice, quoting the invoice and Client numbers. There are no discounts for early payment. Any queries or concerns regarding invoices must be made in writing within 21 days of receipt.
- 5.4 Information required for invoicing, such as the recipient of the service, invoice address, VAT ID, order number, etc., must be provided by the Client at the time the order is placed. If missing or incorrect information necessitates changes, MFS reserves the right to charge the Client a processing fee of 150 euros.
- 5.5 The Client shall only be entitled to rights to set-off and rights to retention vis-à-vis MFS if its counterclaims have been legally established, are undisputed or have been recognised by MFS, or if they are counterclaims arising from the same contractual relationship.
- 5.6 In the event of insolvency proceedings or insolvency of the Client during the contractual relationship, the Client shall be obliged to inform MFS immediately. MFS shall be entitled to terminate the concluded contract in writing without observing a period of notice if insolvency proceedings against the Client have been applied for or opened.



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## 6 Withdrawal

- 6.1 The Client retains the right to withdraw an order for all advertising media until no later than 60 calendar days prior to the start of the trade fair. In cases of effective withdrawal, MFS reserves the right to charge a cancellation fee of 250 euros per advertising medium and item ordered. Production costs already incurred at the time of withdrawal shall in each case be borne by the Client. Once online advertising media have already been published, withdrawal is no longer possible.
- 6.2 If the Client withdraws from the contract less than 60 calendar days prior to the start of the trade fair, MFS will charge the Client the full order amount plus any additional costs already incurred.
- 6.3 In any case, a withdrawal from the agreement shall always require a written statement of withdrawal sent from the Client to MFS.
- 6.4 If the Client or the advertised company is not admitted as an exhibitor to the trade fair in question, MFS shall be entitled to withdraw from the contract without this affecting the Client's continued liability for the total amount. This shall not apply to orders in accordance with Section 1, Paragraph 4.
- 6.5 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 advertising media infringes laws or official regulations or offends against 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.
- 6.6 MFS shall also be entitled to withdraw from the contract if the Client violates any of the provisions of Section 1, Paragraphs 5 - 8.
- 7.6 The Client will be informed immediately in writing if an order is cancelled.

## 7 Force majeure

- 7.1 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., earthquakes, storm and tide), 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.
- 7.2 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 Warranty

- 8.1 MFS reserves the right to insignificant deviations in the dimensions, shapes and colours specified in the advertising brochures/data sheets for onsite advertising media; these shall not be regarded as defects.
- 8.2 Obvious defects in the onsite advertising media provided must be reported to MFS by the Client in writing without delay (by 8 a.m. on the first day of the trade fair at the latest). Complaints received after this time will not be considered by MFS; the advertising media provided shall then be deemed to have been approved and rectification of defects shall be excluded. In the event of justified complaints about the onsite advertising media, the Client may demand subsequent performance from MFS to the exclusion of any other claims. In cases of temporally impossible, unreasonable, delayed, omitted or unsuccessful supplementary performance, the Client may demand a reduction in price.
- 8.3 Obvious defects in the presentation of the online advertising media in Messe Frankfurt's online media must be reported to MFS in writing without delay (within 24 hours of the advertising media in question going online). Complaints received after this time shall not be considered by MFS; the advertising media provided shall then be deemed to have been approved and any rectification of defects shall be excluded. In the event of justified complaints about the online advertising media, the Client may demand subsequent fulfilment from MFS, to the exclusion of any other claims. In cases of temporally impossible, unreasonable, delayed, omitted or unsuccessful supplementary performance, the Client may demand a reduction in price.

## 9 Liability

- 9.1 MFS is not liable for damages caused by ordinary negligence unless there is an infringement of essential contractual obligations whose fulfilment is necessary to achieve the objectives in the Contract (violation of cardinal obligations).
- 9.2 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.
- 9.3 Liability of MFS is limited to the amount payable for the order in question.
- 9.4 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.
- 9.5 In the case of the provision of onsite advertising media, MFS accepts no liability for the loss or theft of, or damage caused by vandalism or weather to, the onsite advertising media provided on the exhibition site or any items brought onto the site by the Client. MFS reserves the right to dismantle onsite advertising media (outdoor) in advance in order to avert the risk of weather-related damage.
- 9.6 In the case of the provision of online advertising media, MFS will not accept any liability for the unavailability of the online media or other digital playback platforms due to malfunctions or transmission failures.

## 10 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 9 Paragraph 4.

## 11 Site regulations

The site regulations of Messe Frankfurt Venue GmbH apply to the provision of onsite advertising media.

## 12 Place of performance and place of jurisdiction, German law

- 12.1 The contracting parties expressly agree, as far as merchants, legal persons under public law, or special assets (Sondervermögen) under public law are concerned, Frankfurt am Main is the place of performance and jurisdiction for all claims or legal disputes arising from this contract. The same shall apply if one of the Contracting Parties has no general place of jurisdiction in Germany.
- 12.2 Alternatively, the special place of jurisdiction for the place of performance, as defined in Section 29 of the Code of Civil Procedure (ZPO), is agreed, which results from the nature of the contractual obligation.
- 12.3 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.
- 12.4 In addition, each Party shall be entitled to sue the other at its residence or place of business.
- 12.5 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.
- 12.6 For the interpretation of these General Terms and Conditions and all other conditions, the German text and German Law shall prevail.

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