



## 1. Area of application

- 1.1 The general terms and conditions of service (GTCS) hereinafter shall extend to services performed by companies (service providers) of Leipziger Messe GmbH Group (LMU).
- 1.2 The contractual conditions of each service provider concerned shall extend to the contracts for services with the proviso of subitem 1.3 hereinafter. The GTCS shall only apply as a supplement to the extent that the contractual conditions do not affect any provision including the general terms and conditions referred to there or in the absence of any other determination in subitem 1.3 hereinafter.
- 1.3 The application of the Technical Guidelines of LMU shall be agreed in the event that the service is performed on the premises or in a building of a company of LMU. The technical specifications of the location of the event affected shall apply if the service is performed at a different location.

## 2. Orderer

- 2.1 Whosoever either places the order itself in its own name or whosoever has it placed in its name by an authorised agent shall be deemed the orderer.
- 2.2 The orderer of a service does not have to be identical with the orderer of a different service (the main service) who initially caused the need for the service.

## 3. Assigning claims and the orderer's liability

- 3.1 The orderer acting in its own name, although for the account of a client, shall assign its claims against it for exemption from the obligations incurred by itself from the service contract to each service provider by way of security to the extent that the legal nature of the obligation affected or any agreement between the orderer and its client does not rule this out. The service provider shall accept said assignment without requiring a declaration of acceptance on its part. The orderer shall be obliged to give the service provider information on the content and stock of claims assigned at its request and at any time and submit the appropriate documents.
- 3.2 If the order is placed in the name of and with a power of attorney of a client, the party placing the order shall be liable for the obligations arising from the service contract as joint and several debtor along with its client to the extent that the legal nature of the obligation permits this.
- 3.3 Whosoever places an order in the name of a client without its authorisation being established shall be personally liable for the obligations following from the order. It shall be the sole bearer of the claim to the service. It shall be impermissible to assign said claim to third parties with the exception of to the client of the orderer without the written consent of the service provider.

## 4. Service providers and contact persons

The service provider shall be entitled to transfer the performance of the service owed by it to subcontractors and specify them at its request as contact persons for the orderer or for its client.

## 5. Order

- 5.1 The order forms solely constitute a request for the orderer to submit an offer.
- 5.2 The order shall be placed on the order form designated for each service. It requires that all of the mandatory spaces entered there be filled out correctly. If it is ordered on paper, a hand-written signature from the person responsible for the order that is covered by the company stamp shall be necessary. If it is ordered online, it shall be identified by using a password and the user ID(s).
- 5.3 The orderer's offer shall take effect when the service provider receives the order form filled out in conformity with the above subitem 5.2.
- 5.4 If it is ordered online, the orderer shall initially receive confirmation on the receipt of the order. The confirmation of receipt documents the content of the order and the agreed price. However, it does not constitute acceptance of the orderer's offer.
- 5.5 The orderer shall remain committed to an order as long as the service provider has not accepted the orderer's offer within the period designated for it. In the absence of any other agreement, the commitment period shall be 3 weeks from receipt of the order; it shall end no later than on the day before the beginning of the event.

## 6. Accepting the order for service

- 6.1 Each service provider shall decide on the acceptance of the order at its dutiful discretion taking the purpose of the event and the capacities available into account. There shall not be any legal claim to acceptance of the order beyond this. In particular, there shall not be any claim to acceptance of the order if the service provider or a company associated with the service provider still has unpaid demands against the orderer as defined by Section 15 of Aktiengesetz (German Companies Act).
- 6.2 With on-line orders, the orderer can see and print out the status of processing the order down to its acceptance or rejection in the current on-line ordering system of Leipziger Messe GmbH (OSC) by using the assigned password and user ID. As soon as the orderer can see that the service provider has accepted the order at the usual business times, this shall constitute the declaration of acceptance of the order that is effective for it without requiring separate notification of the service provider.
- 6.3 Regardless of this, acceptance can also be declared via email, in particular with off-line orders. Beyond this, any other form that is permissible pursuant to the specifications of each service contract shall be sufficient with off-line orders.
- 6.4 If acceptance is not declared in due time in conformity with the above subitems 6.2 and 6.3, this shall be equivalent to rejection of the order with the proviso of subitem 7.2 hereinafter.

## 7. Concluding the contract

- 7.1 The contract shall materialise with the acceptance of the order in conformity with the above subitems 5. and 6.
- 7.2 Regardless of this, it shall also materialise by the performance of the service ordered and receiving it.

## 8. The independence of service contracts

- 8.1 The individual service contracts shall be legally independent and independent both among one another and from the contract on any underlying main service as defined by subitem 2.2 unless this was not compatible with the nature of the service contract affected or anything else was agreed in text form.
- 8.2 There shall always be legally independent contracts if the orderer of the service is not identical with the orderer of the underlying main service as defined by the above subitem 2.2.

## 9. Prices and late charges

- 9.1 All prices shall be net prices adding the current statutory VAT.
- 9.2 To the extent that certain services provided for in the order forms are not ordered within the period provided for them or if certain preparatory work to be performed by the orderer pursuant to the contract hereto was not performed pursuant to the contract hereto within the period provided for it, the service provider shall be entitled to levy a late charge pursuant to the specifications of each service contract or to reject performance of the service.

## 10. Prepayments, invoice corrections

- 10.1 The orderer is obliged to provide prepayment for the agreed services after concluding the contract at the request of the service provider and for appropriate invoicing.
- 10.2 A processing fee of EUR 25.80 will be charged for invoice corrections that are initiated by the ordering party. Unless it concerns a mere correction in the above sense, the service provider is not able to re-issue invoices to persons other than the contract partner for tax reasons.

## 11. Terms and conditions of payment

- 11.1 In the absence of any other agreement in the service contract, invoice sums shall be due for payment without any deductions within 8 days after receipt. Invoices handed over to the invoice recipient shall be due for payment immediately.
- 11.2 Interest amounting to 9 percentage points p.a. above the applicable base rate, however at least the statutory amount of interest, shall be paid from the due date. Any other claims to compensation for damage shall remain unaffected. In particular, the orderer shall be obliged to pay a processing fee amounting to 5.00 euros for every dunning letter, however at least a flat rate for delay amounting to 40.00 euros.

## 12. Set-off and rights of retention

It shall only be permissible to set off with counterclaims and exercise a right of retention with counterclaims that are based on the same contractual relation or that have been declared undisputed or final and conclusive.

## 13. Official acceptance and remedying faults

- 13.1 The orderer shall examine and acknowledge without delay how the service was performed. Any complaint shall be undertaken forthwith as soon as they can be recognised.
- 13.2 If it is an issue of technical services with reference to rented floor space or stands, the personnel encountered at the stand shall be deemed authorised for the declarations in conformity with subitem 13.1. This shall also apply if it is not the orderer's personnel.
- 13.3 The service provider shall be entitled and obliged to remedy faulty performance without delay and complete incomplete service without delay.
- 13.4 The statutory period of limitations for all claims to liability for defects shall be 1 year from official acceptance provided that the statutory period of limitations is not shorter.

## 14. The service provider's liability for compensation for damage

- 14.1 The service provider shall only be liable for its own negligence or slight negligence that can be attributed to it in the event of property damage and pecuniary loss in the framework of any insurance protection held by it, otherwise only to the extent that essential contractual obligations (cardinal duties) have been violated and said damage was predictable and typical of the contract hereto and it is not covered by the orderer's own insurance or cannot normally be covered.
- 14.2 If said damage is due to the fault of a subcontractor commissioned by the service provider with providing the service and who therefore on its part is liable to the service provider, the service provider shall be obliged to assign its existing claims to the orderer provided it is not liable itself to it in conformity with the above subitem 14.1.
- 14.3 The liability of the service provider for personal injury shall remain unaffected pursuant to the Produkthaftungsgesetz (German Product Liability Law).
- 14.4 The statutory period of limitations for claims to compensation for damage shall be 1 year with the exception of those pursuant to Produkthaftungsgesetz - German Product Liability Law.

## 15. Data protection

The data provided by the customer in the order form shall be processed exclusively for the purpose of implementing or processing the contractual relationship (Art. 6 para. 1 lit. b DS-GVO), subject to data protection regulations, unless the customer consents to further use.

## 16. Final provisions

- 16.1 All subsidiary agreements, supplements or modifications in the service contract shall require the text form to be operable. The same shall also extend to reversing the clause on the text form.
- 16.2 The German version shall apply exclusively to interpreting these terms and conditions. The German version shall be exclusively definitive if there are contradictions between it and the English version.
- 16.3 The place of performance and venue for all mutual obligations shall be Leipzig, Germany to the extent that the client is a merchant, a public-law legal entity or public law special fund. The same shall also apply if the contractual partner does not have its headquarters or general venue in the Federal Republic of Germany. Beyond this, the service provider shall have the right to introduce the legal steps or processes it considers necessary before the court with jurisdiction for the client's headquarters.