A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one that presents its own goods or services, using its own staff on the stand of another exhibitor (the main tenant). This definition includes group companies and subsidiaries. Agents, sales representatives or their principals, who operate for another exhibitor in the case of an exhibitor that manufactures in its own right, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor that is a manufacturer displays only the products of one manufacturer but also the goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract has been concluded between the co-exhibitor registered by it for participation and Messe München GmbH. The participation of co-exhibitors is only allowed if they have been admitted for participation by Messe München GmbH. The participation of companies as additionally represented companies is only allowed if this is foreseen in the Special Terms of Participation and they have been admitted for participation by Messe München GmbH. Co-exhibitors and additionally represented companies may only be admitted for participation by Messe München GmbH if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is subject to payment of the relevant charges if this is required by the Special Terms of Participation. The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by Messe München GmbH after the fair is over.

The exhibitor is responsible for ensuring that its co-exhibitors and other companies it represents comply with the General Terms of Participation A, Special Terms of Participation B, the Technical Guidelines as well as the instructions of the exhibition management. The exhibitor is liable for the debts and negligence of its co-exhibitors or additionally represented companies as if they were its own. The exhibitor cannot legally demand that Messe München GmbH accepts service orders from a co-exhibitor. The exhibitor has the option to order services for the co-exhibitor from Messe München GmbH in its own name. Messe München GmbH is entitled to make the co-exhibitor aware of this option.

A 5 Cancellation of contract

If Messe München GmbH is compelled, as a result of force majeure or other circumstances beyond its control and interests and Messe München GmbH can no longer be reasonably expected to adhere to the contract. In the aforementioned cases, Messe München GmbH is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. To the extent that Messe München GmbH has not rented out the exhibition space to another exhibitor and would otherwise not have been placed elsewhere, but used for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space.

The exhibitor has no entitlements to a change in the stand space already rented and above all not to a reduction in the size of the stand space concerned. Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract. Messe München GmbH extends the deadline by 5 days and this deadline for payment is not met either. Messe München GmbH is also entitled to withdraw from the contract if the exhibitor neglects its duty to provide the exhibitor with the necessary technical information on the exhibition space and the exhibitor withdraws from the contract without being entitled to do so. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has sustained less damage.

A 6 Force majeure, cancellation of the event

If Messe München GmbH is compelled, as a result of force majeure or other circumstances beyond its control (e. g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods, or to postpone or curtail the fair, the exhibitors do not thereby acquire the right to withdraw from the contract or reduce payment. If there are any other claims against Messe München GmbH, in particular claims for damages. The same applies if the exhibitor cannot participate in the event due to force majeure or some other reasons beyond Messe München GmbH’s control. If the exhibitor is prevented from participating in the fair for a reason for which it is personally responsible, the provisions set out in section A 5 paragraph 2 apply. If Messe München GmbH cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, Messe München GmbH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.
A 7 Participation fees, lien, invoices
The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (B) (see “Participation fees”). Each square meter or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. In accordance with the Special Terms of Participation (B) (see “Advance payment for services,” a lump-sum advance payment will be charged for such services (e.g. electricity, water, telephone connections, technical services, signage, supply of electricity, water, etc.) as the exhibitor can use on its stand, provided they have been ordered previously and in good time as specified in the Exhibitor Service Package, regardless of the realization of or price of the service. If the exhibitor is not the invoice recipient, Messe München GmbH may film, photograph or make sketches or video recordings in the exhibitor’s stand, at its discretion, without the exhibitor’s consent, even after the end of the fair. The exhibitor will be refunded the difference between the advance payment and the actual cost of the services within four weeks after the end of the event. If the exhibitor does not meet its financial obligations, Messe München GmbH can retain the exhibits and stand fittings and, at the exhibitor’s expense, sell them at public auction or privately. The legal provisions on the realization of or price of the service do not apply. If the exhibitor does not accept liability for damage to exhibits and stand fittings retained under this clause, unless Messe München GmbH is guilty of intent or gross negligence.

Due to the use of electronic bills of exchange, the exhibitor’s address should be a non-personalized e-mail address of the exhibitor’s accounting department. In the event of payment defaults, these electronic bills can be addressed (e-billing e-mail address). If available, this e-billing mail address will be indicated in the e-mail invoice. The exhibitor is hereby provided with the right to receive the e-mail invoice and to instruct Messe München GmbH to send it to a third party, provided that the exhibitor has not instructed Messe München GmbH to send the e-mail invoice to the exhibitor immediately upon the exhibitor occupying the exhibition area, but by the last day of the stand set-up period at the latest, so that Messe München GmbH can remedy such defaults. If the exhibitor does not accept liability for damage to exhibits and stand fittings retained under this clause, unless Messe München GmbH is guilty of intent or gross negligence.

A 8 Warranty
Complaints about any defects with regard to the stand or exhibition area are to be made in writing to Messe München GmbH immediately upon the exhibitor occupying the exhibition area, but by the last day of the stand set-up period at the latest, so that Messe München GmbH can remedy such defaults. Later complaints cannot be considered and cannot give rise to claims against Messe München GmbH.

A 9 Liability and insurance
Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health caused by neglect of duty for which Messe München GmbH, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or agents.-Messe München GmbH is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München GmbH, its legal representatives or agents. Messe München GmbH is not liable for any damage caused by negligence of business suffering losses (such as with an exhibitor’s stand, the exhibitor will be refunded the difference between the advance payment and the actual cost of the services within four weeks after the end of the event. If the exhibitor does not meet its financial obligations, Messe München GmbH can retain the exhibits and stand fittings and, at the exhibitor’s expense, sell them at public auction or privately. The legal provisions on the realization of or price of the service do not apply. If the exhibitor does not accept liability for damage to exhibits and stand fittings retained under this clause, unless Messe München GmbH is guilty of intent or gross negligence.

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A 10 Photography, filming, video recording, and sketching
Only persons authorized by Messe München GmbH and in possession of a valid pass issued by Messe München GmbH may film, photograph or make sketches or video recordings in the exhibition halls or in the exhibition area located outdoors. Furthermore, Messe München GmbH may authorize the exhibitor to take professional photographs or film footage of his own stand, or to commission a photographer for the task. The permit includes access to the trade fair center for the photo and/or film team outside official opening hours. During official opening hours, valid passes are additionally required in order to obtain access to the trade fair center. For film/video and photo shoots which draw on technical facilities of Messe München GmbH that are not located on the exhibitor’s stand, the presence of a Messe München GmbH representative is required. Any costs incurred as a result are payable by the exhibitor as if they were not paid for by the photographer. For photo and film work carried out during closing hours at night, an accompanying security guard must be appointed at the expense of the applicant and/or exhibitor concerned. Under no circumstances may photographic or other images or recordings be made of other exhibitors’ stands. If this rule is infringed, Messe München GmbH may demand that the recorded material be surrendered and take legal steps to achieve this end.

Messe München GmbH is entitled to have photographs, drawings, films and video recordings made towards the fair, of stands and exhibits, and to use them for advertising or general press publications.

A 11 Advertising
Any advertising of advertising activities outside the confines of the given stand is prohibited at the exhibition center unless the advertising activities concerned are ones for which the exhibitor has submitted an application for approval with Messe München GmbH subject to payment of a charge. The charge concerned is set out in the order documents for advertising space. Messe München GmbH is entitled to prohibit such advertising activities outside the confines of the given stand at the exhibition center as have not been approved with particular regard to persons carrying advertising in a prohibited manner. Messe München GmbH is entitled to expel such persons as are used for carrying advertising in a prohibited manner from the exhibition center and to confiscate and/or remove and/or destroy such advertising materials as are prohibited. Messe München GmbH is further entitled to demand of the exhibitor executing advertising activities or having then executed for third parties outside the confines of the given stand at the exhibition center without Messe München GmbH’s approval payment of flat-rate compensation amounting to twice the fee Messe München GmbH would have received for granting approval. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

A 12 Catering, deliveries to stands
Catering services provided in the stand are the responsibility of the given exhibitor. Any permit in accordance with section 12 of the German Restaurant Licensing Act (Gaststätten gesetz) that may be required for the provision of food and beverages on the stand must be applied for with the relevant authorities in the Federal Republic of Germany. All relevant statutory regulations, particularly those in respect of the protection of non-smokers, require compliance. Exhibitors also have the option of appointing Messe München GmbH to cater on their behalf, and Messe München GmbH is entitled to demand of the exhibitor executing advertising activities or having then executed for third parties outside the stands and exhibits, and to use them for advertising or general press publications.

A 13 Combating brand and product piracy
Exhibitors are entitled to request indemnity rights to which third parties are entitled. In cases where it is proved to exhibitors in a due manner that their exhibiting or offering of products or services and/or their promotional presentation or some other activity infringes the property rights to which a third party is entitled, the exhibitor undertakes in advance to remove the items concerned from the stand. If an exhibitor has been prohibited from exhibiting or offering products or services and/or promotionally presenting same by way of a decision handed down by a German court (verdict, order), or has been given a similar mandate by the competent German court, the exhibitor is not entitled to offer or distribute the products or services and/or promotionally present same on its exhibition stand, Messe München GmbH is entitled to exclude the given exhibitor from the event concerned and/or future events after the court decision has been superseded by a decision of a higher court by way of appeal proceedings. In such cases, no refund of the participation fee (in part or in full) is made. Messe München GmbH is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision is automatic. The right of exclusion is superseded by a decision of a higher court by way of appeal proceedings. In such cases, no refund of the participation fee (in part or in full) is made. Messe München GmbH is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision is automatic. The right of exclusion is superseded by a decision of a higher court by way of appeal proceedings. In such cases, no refund of the participation fee (in part or in full) is made. Messe München GmbH is not obliged to check the correctness of the court decision. Exclusion of the exhibitor affected by the court decision is automatic. The right of exclusion is superseded by a decision of a higher court by way of appeal proceedings.
A 14  Exhibitor passes
For the time during which the fair concerned is held, the exhibitor receives a number of free exhibitor passes as specified in the Special Terms of Participation (B). Any additional exhibitor passes requested are subject to a charge. All exhibitor passes are numbered and are not transferable. Exhibitor passes may not be given to unauthorized third parties, e. g. to persons or companies wishing to offer goods for sale or to render services at the exhibition center without corresponding authorization from Messe München GmbH. Exhibitor passes are issued only after payment of the participation fee, the advance service charge and the cost of admission for any co-exhibitors.

A 15  Set-up, staffing and dismantling of stand
The dates for stand set-up and dismantling as specified in the Special Terms of Participation (B) must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as Messe München GmbH sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the exhibition opens. Exhibitors are not permitted to remove exhibition goods or dismantle their stands before the fair closes. If they break this rule, Messe München GmbH is entitled to demand payment of a penalty of EUR 500. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

Messe München GmbH is entitled to exclude from future fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the fair’s opening hours, who exhibits an incomplete range of goods or goods not admitted to the fair, who vacates or clears its stand before the end of the fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe München GmbH’s right to cancel the contract in accordance with Section A 5 Cancellation of contract, and to claim for all costs thereby incurred.

A 16  Verbal agreements
All verbal agreements, individual permits and special regulations are valid only with Messe München GmbH’s written confirmation.

A 17  House and usage regulations
Exhibitors must strictly observe the regulations governing the use of the exhibition center and its grounds (New Munich Trade Fair Center). Exhibitors are not permitted to spend the night in the halls or on the grounds. Exhibitors must treat the other participants at the event with respect, may not act contrary to public moral policy and may not misuse their participation at the event for ideological, political or other such purposes as have nothing to do with the event. Messe München GmbH personnel members are entitled to access the stand of a given exhibitor by order of Messe München GmbH at any time.

A 18  Period of limitation, exclusion period
All the exhibitor’s claims against Messe München GmbH arising from the stand rental and from all legal relationships in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the regulations set out in section A 8, complaints in respect of invoices must be asserted writing within an exclusion period of 14 days following receipt of the given invoice.

A 19  Place of performance, applicable law
If the exhibitor is a trader, a legal person under public law or a special fund under public law, Munich is the agreed place of performance, for all financial obligations too. German law applies exclusively.

A 20  Jurisdiction
If the exhibitor is a trader, a legal person under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction. Messe München GmbH is also entitled, if it so wishes, to assert its claims against the exhibitor at the court in the place of jurisdiction in which the exhibitor’s registered head office or branch office is located.

A 21  Data protection
Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München GmbH within the framework of the statutory data protection provisions. Messe München GmbH and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website www.messe-muenchen.de under the section “International.”

The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees). The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall hold Messe München GmbH harmless from any third party claims upon first demand.

A 22  Severability clause
Should the provisions set out in the Terms of Participation or Technical Guidelines be invalid or incomplete, the validity of the other provisions and that of the contract remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision in which the contracting parties are most likely to achieve the economic purpose they pursue.

A 23  Value-added tax
The charges set out in the General Terms of Participation A, the Special Terms of Participation (B) and Technical Guidelines are net amounts. Insofar as they are subject to German value-added tax in accordance with sales tax legislation, the fees concerned are charged plus German value-added tax at the rate valid at the given time.

A 24  Exhibition grounds
The term “exhibition grounds” designates either the Messe München venue (Munich exhibition center) or the MOC Veranstaltungscenter München. The preceding provisions shall refer to that of the two venues at which the event is held.

Status: May 2017