

General Terms and Conditions of Business for Event Packages of Messe Berlin GmbH

1 Registration

1.1 Event registration

The contracting partner registers for an event package by filling in the 'Event Package' form online and sending it to Messe Berlin GmbH (hereinafter also referred to as 'Messe Berlin') by clicking on the send button marked 'Send'. Registration is an irrevocable offer by the contracting partner to enter into a contract with Messe Berlin GmbH, by which the contracting partner is bound until the commencement of the event package.

1.2 Content of contract

The essential components of the contract are the registration form and the General Terms and Conditions of Business. In the event of any non-conformity, the provisions shall apply in the sequence as mentioned.

1.3 Inclusion by reference of contract terms and conditions

By sending the registration form the contracting partner acknowledges the General Terms and Conditions of Business as binding. He or she shall ensure that the participants on whose behalf he or she is making the registration receive the contract in its entirety.

2 Conclusion of contract; contracting partners

2.1 Conclusion of contract

Messe Berlin decides upon accepting the offer per 1.1 by sending confirmation of registration by e-mail. A contract between Messe Berlin and the contracting partner does not come into being until the confirmation of registration is sent by e-mail.

2.2 Contracting partners

The contracting partners are Messe Berlin and the contracting partner identified on the registration form. If the contracting partner books the event package for a client and/or co-exhibitor and/or other third party, the contracting partner shall make the client or co-exhibitor aware of all contractual duties including these Terms. The contracting partner shall remain responsible vis-à-vis Messe Berlin for the fulfilment of all duties incumbent upon the contracting partner under this contract.

3 Event prices, payment terms

3.1 Event prices

The event price stated in the registration form is binding and is exclusive of statutory VAT.

3.2 Payment date

The event price is payable immediately upon receipt of invoice to one of the accounts of Messe Berlin as stated on the registration form, stating the name of the contracting partner and the invoice number.

3.3 Assignment; set-off

Assignment of claims against Messe Berlin is excluded. Claims may be set off only against counter-claims which are uncontested or have been bindingly established by a court of law.

3.4 Objections

Objections with regard to the invoice may be entertained only if they are submitted to Messe Berlin in writing within fourteen (14) days of the issue date of the invoice.

4 Liability

4.1 Messe Berlin shall be liable in the full amount for any damage or loss caused by intentional or grossly negligent conduct on the part of Messe Berlin, its legal representatives or executives.

4.2 Messe Berlin shall be liable on the merits in respect of damage or loss caused by gross negligence on the part of its simple vicarious agents. Such liability shall be limited to the amount of such damage or loss as must typically be expected to arise with contracts of the present type.

4.3 Messe Berlin shall be liable on the merits for any breach of essential contractual duties. Duties deemed to be essential are those, compliance with which is of particular importance for achieving the purpose of the contract (cardinal duties). If cardinal duties are breached, liability shall be limited, unless it is a case covered by 4.1 above, to the amount of damages which must typically be expected to arise with contracts of the present type.

4.4 The limitations of liability under 4.1 and 4.3 shall not apply in the case of liability for the lack of guaranteed characteristics, liability under the Product Liability Act or liability for injury to life, body or health.

5 Cancellation; non-attendance by the participant; rescission by Messe Berlin; programme changes; minimum participant number not reached

5.1 Cancellation; non-attendance by the participant

The event price shall be payable in full even if the contracting partner cancels his or her participation or the registered participant(s) do(es) not attend the booked event without such cancellation.

5.2 Rescission by Messe Berlin

Messe Berlin is entitled to rescind if

a) the minimum number of participants as stated on the registration form is not reached;

b) the booked event does not take place for reasons for which it is not responsible.

5.3 Programme changes

Messe Berlin reserves the right to make changes of content in the running of the programme unless such changes are essential and significant and do not have a detrimental effect on the overall content of the event package.

5.4 Minimum participant number not reached

Messe Berlin reserves the right to let the event take place even if the minimum number of participants is not reached.

6 Force majeure

6.1 Cancellation of the event

If Messe Berlin is unable to hold the event due to circumstances for which it is not responsible, its claim for the event price shall lapse.

6.2 If an event has started

In cases of impossibility for which neither party is responsible, the claim of the contracting partner for a refund shall lapse if the event has already started.

6.3 Further claims

Further claims against Messe Berlin on any grounds whatsoever in the cases mentioned in 6.1 and 6.2 above shall be excluded.

7 Data protection

We collect, use and process your personal data for the establishment, implementation and procedure of your contractual relationship with Messe Berlin GmbH. Your data will be used within the scope of statutory provisions and exclusively for the defined purposes.

8 Final provisions

8.1 Written form

Deviations from the content of this contract (clause 1.2) as well as any side agreements shall be legally binding only if they have been confirmed in writing by Messe Berlin.

8.2 German law

The mutual rights and duties arising from this contractual relationship and occasioned by this contract shall be governed by the law of the Federal Republic of Germany

8.3 Place of fulfilment and venue of jurisdiction

Place of fulfilment is Berlin. If the defendant is a merchant (*Kaufmann*) or a legal entity incorporated under public law or if the defendant has no general venue of jurisdiction in Germany, the venue of jurisdiction shall at the discretion of the plaintiff be Berlin-Charlottenburg or the defendant's general venue of jurisdiction.

8.4 Limitation

Claims by the contracting partner against Messe Berlin shall expire after six (6) months except as precluded by mandatory statutory regulations.

8.5 Partial invalidity

Should any individual provisions of these General terms and Conditions of Business be ineffective, this fact shall not affect the validity of the remaining provisions hereof. The ineffective provision shall be amended in such a way that the intended purpose is achieved.