



E. SCHEURLE Messebau GmbH · Nagoldstraße 57/65 · D-70376 Stuttgart

Standbau **Stellwände** **Beschriftung**
Messemarketing **Vitrinen** **Digitaldruck**

General terms and conditions (01.2020)

1. General

These terms and conditions apply for all our contracts and services. Thereby they apply also for all future business relationships, also if they are not agreed upon again.

Latest with the acceptance of our services, these terms and conditions are acknowledged. Variations of these terms and conditions require our written confirmation.

General terms and conditions of the client will not become binding, if we do not explicitly object those again. Verbal collateral agreements, additions, assurances of characteristics and subsequent amendments to the contract are only valid if confirmed by us in writing.

2. Offered price

The prices stated in the information and the contractual agreement are without obligation. Solely binding are order confirmation and the drawings / layouts belonging to it. A price increase whose amount is justified by the change of the price-determining factors, which occurred unforeseeable following the conclusion of the contract. The contractual partner is informed about the price increase within a reasonable period. An increase in value added tax results in a respective price adjustment in any case.

The usual surcharges are charged for overtime, night work, Sundays work, holidays and work under severe circumstances.

This does not apply for flat rate order.

Meetings, drawings and layouts, which are reasonable with respect to the order volume are free of charge. Travel expenses, allowances and overnight expenses for further meetings are charged at an appropriate amount in addition to the pure expenditure of time. If the start, the procedure or the following assembling work are delayed due to reasons for which the contractor is responsible, the downtimes are charged to the client in addition. Prices for materials are applicable from the address of the supplying firm, expenses for transport and packaging are charged separately. Validity is up to max. 6 weeks before the exhibition starts or as agreed in the offer.

3. Proprietary rights

Designs, layouts and drawings and all rights to them remain our property, as well as manufacturing documentation such as digital data records, copies, templates, films, reproductions and slides, etc. The transfer of proprietary rights and copyrights requires the written form, the same applies for copying and reproduction.

Modifications of layouts, designs etc. may be carried out by our representatives only. We are entitled to autograph works and use them for advertising.

4. Delivery

Dates of delivery and fulfillment, which can be agreed in a binding or non-binding manner, require the written definition. The delivery period extends respectively in case of measures of labour disputes, especially strike and lockout and occurrence of unforeseeable obstacles, which are beyond the control of the supplier, as far as such obstacles evidently have a significant impact on the manufacturing or delivery of the delivery item. This applies also if the circumstances occur at sub-suppliers. The supplier does not take responsibility for before mentioned circumstances even if they occur during an already existing delay. In important cases, the supplier will inform the client about start and end of such circumstances as soon as possible.

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5. Additional orders, procurements and services

Additional orders require written confirmation. Procurements and services performed for the contractor on the request of the latter for the equipment of the stand or for other purposes of his participation in the exhibition are charged at original prices plus a management surcharge. Claims for defects for procurements and services of such kind are excluded – as far as legally permissible. The same applies to third party services, unless we are liable for faults in the selection of the sub-suppliers.

6. Liability and insurance

For direct or indirect damages of buildings or facilities of the organizer or at the equipment of the client, also in so far that is it supplied during the construction period, we are only liable for our agents or ourselves if our agents or we have caused such damages intentionally or with severe negligence. With regard to exceeding claims of third parties, the client has to indemnify our agents, representatives and us. From the moment of handover of the stand, the client is liable for the entire rented furnishing, accessories and other stand components against damage or loss for the duration of the event. Further to that, the client has to insure the items in bond to be stored against damage in case of transport abroad. As far as possible movable equipment has to be locked into the cabin, following the end of the exhibition.

7. Claims

Immediately following the receipt, the client shall examine the delivery and service and report possible defects in writing or verbally without any delay. Defects, which cannot be recognized even during a thorough investigation, shall be reported immediately after discovery. In case of justified defects and if notice is given in time we are obliged to grant warranty for the defects in the course of improvement. Multiple improvements are permitted. If the improvement fails following an appropriate grace period, according to his choice the client is entitled to demand the reduction or compensation or – if the subject of the warranty is a construction service – the cancellation of the contract. If a complaint is asserted, payments of the client, which are reasonably proportioned with regard to the occurred defects, may be held back completely. However, if the contract belongs to the operation of his commercial enterprise the client may hold back respective payments only if the complaint asserted is beyond doubt.

8. Terms of payment

Charges for exhibition stands on rental basis are due for net payment immediately after receipt of the invoice or in accordance with the order confirmation. In case of handover, purchasing items are due for immediate payment.

In case of non-compliance with these periods, we shall charge arrears interest at the conventional bank rate without the necessity of a reminder. Only persons authorized by the company are entitled to debt collection.

Termination of the contract / Withdrawal of the customer

The customer is entitled at any time to terminate the contract.

In the event of withdrawal of the customer, the contractor may request appropriate compensation for the preparations made including expenses or lost profits. Instead of concrete calculation of the compensation of the withdrawal, the contractor may assert the following flat-rate cancellation charges, taking into consideration of generally saved expenditures

Up to six months before the start of the event, 40% of the agreed payment

Up to five months before the start of the event, 60% of the agreed payment

Up to two months before the start of the event, 80% of the agreed payment

After that it is 100% of the agreed payment

The basis for calculations is the remuneration agreed with the customer plus VAT. In addition, in the event of withdrawal of the customer, the contractor is entitled to cancellation fees, external fees and other fees incurred up to the time of the withdrawal in connection with the contract.

9. Retention of title

Until complete payment of the agreed price or until the deposit of the cheques or bill of exchange given for that purpose, the delivery and services remain our property.

10. Electronic data processing

We store your data for reasons of organisation and for improvement of the customer service. Thereby, data protection issues of our clients are fully taken into account.

We use the stored information to refine our personal recommendations. From time to time, mostly by e-mail, we will inform you about special events or services of which you might like to be informed. However, you can decide at any time whether you would like to receive information and which offers you are interested in.

11. Place of jurisdiction

Place of fulfillment for both parties is Stuttgart, this applies also to liabilities based on bank cheques and bills of exchange.

As place of jurisdiction for following special cases, also the competent court for the respective value in dispute is agreed upon:

- a) If both parties are merchants, a legal entity under public law or a special fund under public law,
- b) If the client resides abroad, or transferred his residence abroad following conclusion of contract, or is untraceable at the time of complaint.

Exclusively the law of the Federal Republic of Germany applies.

With regard to the relation to foreign partners as well however, excluding of international sales law.

12. Severability clause

Should certain conditions of this contract become invalid or unfeasible, or become invalid or unfeasible following conclusion of contract the effectiveness of the contract remains untouched. The ineffective or unfeasible term shall be replaced by the effective and feasible regulation whose results are closest to the economic target, which the parties of the contract have pursued with the ineffective resp. unfeasible term. The before mentioned terms apply in case the contract is incomplete.

