

General Terms and Conditions for online ticketing (electronic ordering of admission tickets) and travel package for trade visitors

(June 2015)

1. General

All orders will be accepted and processed only under the conditions set down here by Messe Frankfurt Exhibition GmbH (hereinafter referred to as "Exhibition"). Customers' terms and conditions that differ from these will not be valid. By placing an order, customers acknowledge these conditions, even if their order indicated other terms of sale. Additional agreements will only be legally binding if these are confirmed by us in writing. Special arrangements do not annul the remaining conditions. The acquisition of admission tickets for resale is prohibited.

The Customer must be a trade visitor. Trade visitors are resellers of goods that are exhibited at Messe Frankfurt Exhibition GmbH trade fairs. Trade visitors must be entrepreneurs as defined in section 14 of the German Civil Code (BGB). An entrepreneur is a natural or legal person or a legal business partnership acting within the scope of its commercial or independent professional trade in concluding a legal transaction.

2. Offers and prices

Offers and prices are non-binding at all times. Prices cease to be valid when a new price list is issued. Our prices include the VAT required by law.

3. Order confirmation and invoicing

Once your order has been received, you will be sent an order confirmation with your invoice by email. In the event that an order is not confirmed separately, the invoice will also serve as an order confirmation. Admission tickets cannot be returned or refunded, except in the event that an event is cancelled, in which case the nominal value of the admission ticket will be refunded.

The invoices will be issued by Messe Frankfurt Exhibition GmbH, 60327 Frankfurt, VAT identification no. DE 814105739. The invoice will be sent as a PDF file.

By ordering tickets online, the online ticketing customer agrees to the electronic generation and transmission of invoices. Customers are not entitled to receive an invoice in paper form.

We make particular reference to the requirement for companies to retain and file electronically received documents in accordance with the German Tax Code, the German VAT Act, the generally accepted principles of computer-assisted accounting systems (GoBS) and the principles of data access and auditing of digital documents (GDPdU). According to the GDPdU and Section 14b of the German VAT Act, the e-mail transmitted by Exhibition and the attached PDF invoice file need to be retained and filed in digital form.

Exhibition will not be liable for any errors or damages resulting from incorrect procedures or insufficient technical equipment on the part of the invoice recipient in connection with invoices sent to him/her electronically.

Furthermore, Exhibition will not be liable for any invoices or input taxes that are not recognised by the German tax authorities, unless this is due to a reason caused by Exhibition.

4. Terms of Payment

Payment for online tickets can be made by credit card or PayPal when ordering. This payment will be processed by an external service provider.

5. Liability

Exhibition will only be liable without any limitation for damages suffered by customers insofar as these are due to deliberate or grossly negligent conduct. In the case of a minor breach of duty, Exhibition will only be liable when there is a breach of its material contractual obligations (contractual conditions). In this case, Exhibition's liability will be limited to direct damages suffered by the customer that are typical for the contract and that were foreseeable at the time the contract was concluded. This will also apply to breaches of duty by legal representatives and/or vicarious agents of Exhibition. Liability for injury to life, body or health will remain unaffected by this liability restriction.

External links may lead to internet providers whose content does not lie within the responsibility of Exhibition. These links are recognisable as such from the context or are indicated separately. Exhibition has no influence whatsoever on the content of these websites and cannot be held responsible for same. In particular, Exhibition expressly distances itself from the views expressed on these websites. Furthermore, responsibility can only be attributed to Exhibition insofar as it had knowledge of infringements and insofar as it would have been technically feasible and within reason for Exhibition to prevent its use (section 8(2) Teledienstgesetz – German Teleservices Act). Exhibition has examined the external content to a reasonable extent for possible infringements. No infringements of copyrights, brand rights, personality rights or violations of competition law on the websites of third party providers were evident or known to us; the same applies to any criminal offences committed on these websites. Liability for content and damages arising from the use or non-use of such information rests solely with the provider of these web pages and not with those who only feature links to the publication in question. This limitation will also apply in the same way for external input in guest books, discussion forums and mailing lists set up by Exhibition.

6. Other provisions, safeguarding clause

In the event that any of the individual provisions contained in the contract with the customer – including these General Terms and Conditions – should be or become wholly or partially invalid, this shall have no bearing upon the validity of the remaining provisions. In this case, the fully or partially invalid provision will be replaced with another provision that most closely approximates the commercial intent of the invalid provision in a legally recognised way. The same will apply for the need to fill any gaps in the provisions.

Only German statutory regulations will apply.

Sole place of jurisdiction for registered traders, for individuals who do not have a general place of jurisdiction in Germany and individuals who have relocated their legal or ordinary residence outside of Germany since signing the contract or whose legal or ordinary residence is not known at the time that the suit is brought shall be the location of the registered seat of Messe Frankfurt Exhibition in Frankfurt am Main.

For the **travel package**, the following provisions shall apply in addition to those outlined above:

1. Customer's right to cancel

You may cancel the travel package at any point prior to travel. The receipt of the cancellation notice by Messe Frankfurt Exhibition GmbH shall be the deciding factor. The cancellation must be made in writing. In the event that you cancel or if you do not travel for reasons (with the exception of force majeure events) not caused by Messe Frankfurt Exhibition, the latter shall be entitled to seek appropriate compensation. The extent of the compensation shall be determined by the participation fee less the value of the expenses spared Messe Frankfurt Exhibition by services not rendered and those that may be recouped by rendering the services elsewhere. The value of the claim for cancellation fees per person upon cancellation is:

Cancellation fees

- 15 days or more before the first day of validity specified on the ticket: 20% of the participation fee,
- 3 to 14 days before the first day of validity specified on the ticket: 40% of the participation fee,
- from two days before the event until two days after the event: 60% of the participation fee.
- Cancellation is no longer possible as of the third day after the event.

2. Messe Frankfurt Exhibition's right to cancel and terminate

Messe Frankfurt Exhibition shall be entitled to terminate the contract without notice if the journey is severely disrupted by the Customer, despite warning from Messe Frankfurt Exhibition (such as by drunken and disorderly behaviour). The same shall apply in the event that an individual acts in a way that is extremely contrary to the contract. Messe Frankfurt Exhibition shall however retain its claim to the participation fee. Any additional costs incurred for return carriage shall be borne by the individual causing the disruption. Messe Frankfurt Exhibition shall however be obliged to deduct the value of non-incurred expenses as well as any benefits arising from the use of non-rendered services including any refunds from service providers.

3. Exceptional circumstances – force majeure

If the journey is significantly impeded, endangered or impaired by force majeure events unforeseeable at the time that the contract was signed (such as war, civil unrest, natural disasters, etc.), both Messe Frankfurt Exhibition and the Customer shall be entitled to terminate the contract. In the event of termination, Messe Frankfurt Exhibition shall forfeit its claim to the agreed participation fee. Messe Frankfurt Exhibition shall immediately repay any and all of the participation fee that has already been paid, yet may seek compensation for services already rendered or to be rendered with a view to ending the journey, as shall be deemed appropriate pursuant to section 638 (3) of the German Civil Code (BGB.)

4. Restrictions on liability; complaints

Messe Frankfurt Exhibition shall be liable to the Customer for non-personal injury damages and this liability shall be restricted to three times the participation fee, insofar as the damage to the Customer was not inflicted as a result of intent or gross negligence or insofar as Messe Frankfurt Exhibition is responsible for the damage to the Customer because it was incurred solely through the fault of a service provider.

Should you have reason to complain despite our expectations, Messe Frankfurt Exhibition must be informed immediately by calling Visitor Service at tel.: +49 69 75 75 194 44 and seeking remedy. If you are unable to get through, please contact the service provider (transfer company). Third parties shall not be entitled to accept any claims against Messe Frankfurt Exhibition.

5. Purview of rail regulations

In the event that rail regulations limit the liability of Messe Frankfurt Exhibition, they shall not be affected by these terms and conditions as is to the benefit of Messe Frankfurt Exhibition.

6. Securing customer funds

To secure customer funds, Messe Frankfurt is insured against insolvency by R+V Versicherungen, Taunusstraße 1, 65193 Wiesbaden, Germany. A risk coverage certificate is sent with your ticket.

7. Travel insurance

Messe Frankfurt Exhibition recommends taking out an insurance policy from a corresponding provider on the market.

8. Exclusion of claims, statute of limitations and assignment of claims

All claims falling under sections 651 c to 651 f of the German Civil Code (BGB) shall be made against Messe Frankfurt Exhibition within one month of the end of the journey. It is in the Customer's best interest that this be done in writing. After this term has expired, the Customer may only enforce claims if the Customer was prevented from complying with the term at no fault of his own. Customer claims pursuant to sections 651 c to 651 f of the German Civil Code (BGB) shall expire in one year. The statute of limitations begins the day that the journey ends according to the contract (the end of the last day of validity printed on the ticket). If negotiations are underway between the Customer and Messe Frankfurt Exhibition regarding the claim or the circumstances pertaining to the claim, the statute of limitations shall be stayed until the Customer or Messe Frankfurt Exhibition refuses to continue negotiating. The statute of limitations shall go into effect no sooner than three months after the stay is lifted. Claims arising from a tort or delict expire in three years. With the exception of pecuniary claims, the right to assign claims against Messe Frankfurt Exhibition shall be excluded. This does not apply amongst family members.