

# ORDER CONDITIONS

**01.06.2025**

These Terms and Conditions of Contract apply to contracts between Messe München GmbH, hereinafter referred to as "MMG", and the contractor for the delivery of goods or the provision of services, work and other performances, unless MMG and the contractor have agreed otherwise in text form, e.g. in a framework agreement

## **1 Order placement, deviating conditions**

- 1.1 Every order must be in text form to be effective, unless the law prescribes a stricter form. This also applies to subsequent amendments.
- 1.2 These MMG Terms and Conditions of Contract shall apply exclusively. Any other general terms and conditions of the contractor shall not apply, even if MMG does not expressly object to their inclusion. MMG's terms and conditions of contract shall also apply if MMG accepts the goods or services of the contractor without reservation in the knowledge of conflicting terms and conditions or terms and conditions deviating from MMG's terms and conditions of contract. Neither failure to object nor payment after acceptance of the goods or provision of the service shall constitute recognition of third-party terms and conditions.

## **2 Remuneration**

- 2.1 The remuneration shall cover all services to be provided by the Contractor under the contract and all its costs, including travel, telephone and shipping costs and other general costs. The Contractor shall provide all work equipment required to fulfill its contractual obligations, such as tools, vehicles or work clothing, itself and at its own expense.
- 2.2 If the contractor owes a certain number of man-days or man-hours, MMG shall be entitled to call up a lower number of man-days or man-hours during the term of the contract or to waive the calling up of man-days or man-hours. The contractor shall have no claim to MMG calling up a specific number of man-hours or man-days
- 2.3 A man-day is 8 hours. If remuneration is agreed on the basis of man-days, the Contractor shall receive pro rata remuneration for the days on which it works less than 8 hours. For days on which the contractor works more than 8 hours, the remuneration for the man-day shall remain the same. Breaks are not remunerated.
- 2.4 The Contractor shall not be entitled to unilaterally adjust the remuneration.

### **3 General regulations on service disruptions**

- 3.1 The contractor shall inform MMG immediately, stating the reasons, if there is a risk of delay or non-performance. Upon expiry of an agreed performance date, the contractor shall be in default without the need for a reminder.
- 3.2 The limitation period for claims arising from a qualitative defect in performance shall be suspended if the existence or scope of such claims is being negotiated between the contracting parties or if the Contractor itself verifies the existence of a defect. The suspension of the limitation period shall end if the contractor informs MMG in text form that in its opinion the negotiation has ended, that it will send the result of its examination to MMG or that it refuses to continue the rectification of defects. The resumption of the negotiation, inspection or rectification of defects shall again lead to the suspension of the limitation period.

### **4 Delivery of goods**

- 4.1 The transportation of ordered goods shall be at the Contractor's risk without exception. The costs for packaging, shipping and transport insurance shall be borne by the contractor.
- 4.2 All deliveries to MMG shall be made free of any kind of retention of title.
- 4.3 The Contractor shall be responsible for ensuring that the delivery items are free of material defects and defects of title. Unless otherwise agreed in text form, MMG's claims for defects for the delivery items shall expire 24 months after commissioning/use of the end product.
- 4.4 MMG shall be entitled to the statutory claims for defects in full. The contractor shall, at MMG's discretion, provide subsequent improvement or replacement delivery free of charge. The contractor shall be entitled to a maximum of two attempts at subsequent performance within a reasonable period of time. If the contractor is clearly unwilling or unable to provide subsequent performance as quickly as is necessary to prevent disproportionately large damage after MMG has been notified of the defect, MMG shall have the right to remedy the defect itself or have it remedied by third parties, to make covering purchases and to demand reimbursement of the necessary costs and expenses. If the contractor has not rectified the defect after the expiry of a reasonable deadline set by MMG in text form or if the rectification of the defect has finally failed, MMG shall also be entitled to reduce the purchase price, withdraw from the purchase contract or demand reimbursement of expenses or compensation.
- 4.5 If MMG requests a change to the delivery item, the contractor shall inform MMG immediately in text form of any additional or reduced prices and the effects on deadlines.
- 4.6 Interruptions in production due to unavoidable events (force majeure, e.g. labor disputes) shall entitle MMG to withdraw from orders; otherwise, the delivery and payment date shall be extended in accordance with the duration of the delay in the event of all obstacles to acceptance for which MMG is not responsible.

**5. Provision of services**

- 5.1 The contractor shall owe the complete, timely provision of the services, including all ancillary services required for the contractual utilization of the services by MMG.
- 5.2 The Contractor shall provide all services independently and on its own responsibility.
- 5.3 If the contractor provides services at an MMG site, the contractor shall comply with the applicable security regulations and information guidelines of MMG and follow MMG's security instructions without restriction. Insofar as the contractor is granted access to MMG's IT and communication systems, the applicable information security regulations of MMG shall be complied with.
- 5.4 The services must fulfill the requirements of the service descriptions specified by MMG. MMG must be informed immediately in text form of any reasons which, after examination by the contractor, could speak against the fulfillment of these requirements (e.g. ambiguities, inconsistencies, technical obstacles, other concerns, etc.).
- 5.5 The Contractor's services must comply with the contractual standards, the recognized rules of science and technology and all other relevant statutory or regulatory provisions.
- 5.6 MMG may also request changes to the services at any time during the execution of the contract. In the event of a change request, the contractor shall immediately submit a change offer to MMG in text form. Changes shall only become effective once MMG has accepted the change offer in text form. If MMG does not accept the offer of change, MMG may terminate the previous contract extraordinarily if MMG cannot reasonably be expected to adhere to the previous contract.
- 5.7 If the service is not rendered, not rendered in accordance with the contract or rendered inadequately and if the contractor is responsible for this, he shall be obliged to render the service in accordance with the contract within a reasonable period of time without additional costs for MMG. The prerequisite for this is a complaint by MMG, which must be made within 2 weeks of becoming known.  
If, for reasons for which the contractor is responsible, the contractual provision of the service is not successful in essential parts within the reasonable grace period to be set by MMG, MMG shall be entitled to remedy the defect itself at the expense of the contractor, to have it remedied by a third party or to terminate the contract without notice. In this case, the Contractor shall be entitled to remuneration for the services rendered on the basis of the contract until the termination takes effect. Remuneration shall only be waived for those services for which MMG proves within 4 weeks of the declaration of termination that they are not usable and of no interest to MMG.
- 5.8 MMG must be informed of any suggestions or findings resulting from the contractor's execution of the order that may lead to improvements in quality, performance or efficiency.

**6. Provision of work services**

- 6.1 The subject matter of the respective contractual agreement for work and services is the production of a functional work in accordance with the order. Clauses 4.1 and 4.2 shall apply accordingly.

- 6.2 Before handing over the work performance to MMG, the contractor shall be obliged to check the performance itself in detail and, in particular, to determine whether it meets the contractually stipulated requirements, in particular whether it offers the functions specified in the detailed product description. If the cooperation of MMG is required for this, the contractor shall inform MMG of this in good time.
- 6.3 The Contractor may only demand acceptance of the complete work performance when the work performance is ready for acceptance. Readiness for acceptance shall be deemed to exist if the contractually owed work performance has been rendered completely and free of defects. The Contractor shall request MMG to accept the service after completion and in compliance with the deadlines specified in the service description.
- 6.4 Acceptance of the Contractor's work shall be formal. MMG may refuse acceptance if there is a defect that is not insignificant. The Contractor may only demand renewed acceptance once it has proven that the defect has been rectified.
- 6.5 Partial acceptances are excluded unless this has been expressly agreed. Reviews and checks of interim results as well as the release of partial payments shall not constitute acceptance.
- 6.6 Acceptance shall not be replaced by MMG using the Contractor's work performance or a part thereof due to operational necessities or by MMG paying the remuneration.
- 6.7 The contractor shall bear the risk for its work performance until its formal acceptance by MMG. If the work performed by the contractor in whole or in part is damaged or destroyed before acceptance due to force majeure, war, riot or other unavoidable circumstances for which the contractor is not responsible, the claim to the contractual remuneration shall lapse.
- 6.8 A fictitious acceptance in accordance with Section 640 (2) BGB requires that the contractor has sent MMG the deadline for acceptance in text form and has informed MMG, together with the request for acceptance, of the legal consequences of an undeclared acceptance or a refusal to accept without stating defects.
- 6.9 Section 5.8 applies accordingly.

## **7 Personnel**

- 7.1 The contractor shall only be entitled to commission subcontractors for its obligations to MMG with MMG's prior consent, which must be given in text form. The Contractor shall impose its obligations under this contract on the subcontractor.
- 7.2 The Contractor warrants that proper employment contracts exist with all workers employed by it. The contractor may only use subcontractors to provide services for MMG that are not named in the relevant German, EU and US foreign trade sanctions lists. Such lists are in particular the US Denied Persons List (DPL), the US Warning List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists and the EU Terrorist List.

7.3 The contractor shall inform its employees of MMG's increased security interests with regard to data protection. Furthermore, the contractor shall point out to its employees that they must treat all knowledge gained in the course of their work for MMG as confidential and may not pass it on to third parties.

7.4 MMG shall be entitled to demand that the contractor replace an employee or vicarious agent deployed by it who, for example, is not sufficiently qualified to provide services at the place of performance, who is under the influence of alcohol or drugs, whose appearance or demeanor is likely to damage MMG's image, or who has violated occupational health and safety regulations. In this case, the Contractor shall immediately replace its employee or vicarious agent with another suitably qualified employee or vicarious agent

Notwithstanding other contractual or statutory provisions, MMG shall be entitled to terminate the contractual relationship for cause in the event of a particularly serious or sustained breach of occupational health and safety regulations.

7.5 The Contractor's personnel are prohibited from taking persons, such as children, or animals to the place where the service is to be provided if this is located on one of MMG's premises.

7.6 The Contractor undertakes to appoint a safety officer to instruct its employees in matters of relevant occupational health and safety and the particular hazards involved in the specific activities.

7.7 The Contractor shall be obliged to inform MMG of any particular sources of danger for employees of other contractors or MMG that are associated with the Contractor's work or that the Contractor recognizes during its work.

7.8 If instructions or special approvals are required for the deployment of the Contractor's employees, the Contractor undertakes to submit the corresponding certificates.

## **8 Safeguarding minimum wage obligations**

8.1 The contractor undertakes to observe the Minimum Wage Act (MiLoG) and to pay its employees at least the minimum wage prescribed by law. If minimum wage obligations exist in the industry to which the contractual services are to be attributed on the basis of collective agreements that have been declared generally binding, the contractor shall also be obliged vis-à-vis MMG to grant its own employees deployed to perform its contractual services minimum wages in accordance with collective agreements.

8.2 MMG shall be entitled to demand that the contractor immediately submit current, complete and verifiable proof of payment of the applicable minimum wage. The aforementioned evidence shall include, in particular, records of hours worked and remuneration paid, whereby the statutory data protection requirements must be observed when submitting such evidence.

8.3 The Contractor undertakes to impose the conditions contained in Section 8 on its subcontractor and to monitor compliance with them.

- 8.4 The contractor undertakes to indemnify MMG against its statutory liability for payment of the minimum wage. The obligation to indemnify shall also apply in the event that employees of a subcontractor or employees of another subcontractor engaged by a subcontractor make a claim against MMG for payment of the minimum wage.
- 8.5 In the event of a culpable breach of the obligation to provide evidence in accordance with Section 8.2, the contractor undertakes to pay a reasonable contractual penalty to be determined by MMG - to be reviewed by the competent local or regional court in the event of a dispute. The right to claim damages in excess of the forfeited contractual penalty shall remain reserved. The same shall apply to the assertion of all other statutory claims or legal consequences arising from a breach, as well as the other rights of MMG contained in Section 8.
- 8.6 In the event that the Contractor breaches the obligation to pay the minimum wage, MMG shall be entitled to terminate this contract extraordinarily for good cause. In addition, MMG shall have a right of retention in respect of payments due to the Contractor. The above sentences 1 and 2 shall apply accordingly if the Contractor culpably fails to comply with the obligation to provide evidence in accordance with Section 8.2.
- 8.7 In addition, MMG shall be entitled, following extraordinary termination, to have the part of the work or service not yet completed carried out by a third party at the expense of the Contractor. MMG expressly reserves the right to assert claims for damages due to further damages as well as the assertion of other rights contained in this declaration of commitment

## **9 Regulations for the operating sites of MMG**

- 9.1 The Contractor must observe the house and usage regulations for the respective business premises in their respective version. The Technical Guidelines in their respective version are also binding for the Contractor. Provisions in the Technical Guidelines that refer to exhibitors shall apply mutatis mutandis to the Contractor in the same way. The contractor shall be responsible for ensuring that its contractual partners, vicarious agents, etc. involved in the provision of the service comply with the respective House and User Regulations and the Technical Guidelines.

The contractor shall be obliged to provide its services in such a way that operations at MMG's premises and the course of events are not impaired.

- 9.2 The contractor may only commission MMG with the disposal of waste at the Trade Fair Center Messe München. MMG is entitled to commission its contractual partners to dispose of such waste.
- 9.3 When designing work processes at the Trade Fair Center Messe München, the contractor shall ensure that, wherever possible, it takes into account products that are characterized by durability, ease of repair, reusability or recyclability, that result in less waste or waste that is easier to dispose of than other products and that have been manufactured from residual materials or waste.
- 9.4 Access to the Trade Fair Center Messe München is only possible with a valid "Service Partner ID Card". The passes are machine-readable. MMG is entitled to store and, if necessary, evaluate the data recorded when entering and leaving the Trade Fair Center



Messe München. Access to the Trade Fair Center Messe München may be restricted (e.g. during off-peak times, at trade fair events and at times when the Trade Fair Center Messe München is not in operation). The respective "Service Partner ID Card" must be carried at the Trade Fair Center Messe München and worn openly at MMG's request.

- 9.5 MMG shall be entitled to subject the contractor's employees to a short-term security check to be carried out by MMG itself and may make the issue of the "Service Partner ID Card" dependent on the presentation of a clearance certificate from the responsible regulatory authority, a police clearance certificate, social security card, etc.
- 9.6 Parking spaces are not rented. Entry to the Trade Fair Center Messe München is only possible with a valid entry permit. Upon request, the contractor may be issued with appropriate entry passes if he has a legitimate interest. MMG reserves the right to charge a one-off or regularly recurring fee for issuing access passes. The entry permit does not entitle the holder to a parking space. The contractor shall be liable for any misuse of entry permits. MMG reserves the right to restrict or completely prohibit car traffic at the Trade Fair Center Messe München during events. Due to the particular risk of theft at the Trade Fair Center Messe München, MMG is entitled to carry out vehicle checks.
- 9.7 Network-bound communication connections (telephone, fax, etc.) can only be ordered from MMG or its contractual partners at the applicable provision charges and fees for units incurred. Network operators not approved by MMG are not permitted to provide services at the Trade Fair Center Messe München. The contractor may also procure terminal equipment from third parties, provided that the equipment is compatible with MMG's telecommunications system.

## 10 Secrecy

- 10.1 Each Party shall treat as strictly confidential any information or documents received from or otherwise obtained by the other Party (hereinafter referred to as "Information Provider") before or after the establishment of the business relationship and which relate to the business relationship or its terms and conditions, as well as any other information and documents (hereinafter referred to as "Confidential Information"). This applies regardless of whether such information is marked as confidential or should reasonably be considered confidential.
- 10.2 Neither of the contracting parties will use or disclose confidential information to their respective employees or contractual partners or transfer it to third parties, unless this is necessary to fulfill their respective contractual obligations to the other contracting party. Excepted from this is the transmission of MMG to other affiliated companies of the Messe München Group. The preceding sentence does not apply to the disclosure of confidential information to consultants bound by professional secrecy. The respective contracting party shall inform each recipient of its confidential information of its confidential nature prior to transmission and shall oblige each recipient to comply with equally strict confidentiality obligations as set out in this section.
- 10.3 The confidentiality obligation shall not apply with respect to Confidential Information to the extent that it was already known to the Receiving Party independently of the conclusion or implementation of the contract or individual order concluded with the Disclosing Party, is or becomes generally known other than through the breach of this Section by the Receiving

Party or must be disclosed by one of the Parties by law or by virtue of a court or administrative order. The Disclosing Party shall provide reasonable assistance to the other Party in this regard.

- 10.4 Any Confidential Information shall remain the property of the Disclosing Party and may only be copied or reproduced with the prior written consent of the Disclosing Party. At the request of the Disclosing Party, the other Party must return or destroy the Confidential Information and its embodiment and confirm the destruction in writing.
- 10.5 The above obligations shall continue to apply after the termination of the business relationship.

## 11 Invoice, payment

- 11.1 Each invoice issued by the contractor to MMG shall be sent as a pdf file by e-mail to the e-mail address "kreditoren@messe-muenchen.de". Invoices shall be issued immediately after completion of the order. Each invoice shall be issued in accordance with the applicable provisions of the Value Added Tax Act and shall contain the following information, among others:
- Name and address of the contractor;
  - Name and address of MMG as the recipient of the delivery or other service;
  - Order number of the MMG order;
  - Quantity and customary designation of the delivered goods or type and scope of the other service;
  - Date of delivery or other service;
  - Payment for the delivery or other service in EURO;
  - Sales tax, insofar as sales tax liability exists.
- 11.2 MMG may reject invoices that have not been properly issued. The payment term granted and the discount period, if agreed, shall not commence until a proper invoice has been submitted.
- 11.3 Payment shall be made within 30 days net. This period begins after receipt of the proper invoice and provision of service or delivery of goods.
- 11.4 Payment for services does not constitute recognition of their conformity with the contract.

## 12 Property rights

- 12.1 The contractor grants Messe München GmbH the sole right of use, unrestricted in terms of territory, time and subject matter, to all copyrights and other industrial property rights, unencumbered by third-party rights, to all services rendered by the contractor under this contract, insofar as this is actually and legally possible. If the contractor engages third parties to fulfill the order, it will acquire the corresponding rights of use from the third parties and transfer them to Messe München GmbH to the same extent. Messe München GmbH will inform the contractor of any restrictions on the rights of use.



- 12.2 To the extent that the contractor renders services on a work, Messe München GmbH is entitled to edit this work and to publish and exploit this edited work without the contractor's consent. Messe München GmbH is also entitled to make the work publicly visible at any time.
- 12.3 Messe München GmbH is entitled to transfer the right to use the contractual services to third parties without the contractor's consent being required.

## **13 Protection against competition**

- 13.1 Insofar as the contractor is commissioned to provide services in connection with MMG events, the contractor undertakes not to cooperate with any other trade fair company in relation to similar events during the term of the contract without the prior consent of MMG, which must be given in text form.
- 13.2 Insofar as the contractor is commissioned to provide services in connection with MMG's corporate advertising independently of the event, the contractor undertakes not to cooperate with any other trade fair company during the term of the contract without MMG's prior consent, which must be given in text form.

## **14 Liability, duty to protect**

- 14.1 MMG shall be liable for physical injury (damage resulting from injury to life, body or health) caused by a breach of duty for which MMG, its legal representatives or vicarious agents are responsible, as well as for other damage caused by an intentional or grossly negligent breach of duty by MMG, its legal representatives or vicarious agents.
- 14.2 MMG shall also be liable for other damages resulting from a negligent breach of material contractual obligations by MMG, its legal representatives or its vicarious agents; material contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the other party to the contract may regularly rely. In the event of a breach of material contractual obligations, MMG shall only be liable if these damages are typical damages and not consequential damages, and then only up to 5 times the amount of the remuneration to be paid by MMG, but no more than EUR 100,000.00 per claim.
- 14.3 Within the scope of this contract, MMG shall not assume any additional protection obligations in favor of the Contractor's employees or other third parties.
- 14.4 The contractor shall be liable for all damage caused to MMG by the contractor itself, its employees, agents, suppliers or other contractual partners. The Contractor shall also be liable for all damage caused by the materials, equipment etc. used by it. Insofar as liability presupposes fault, the contractor shall be responsible for proving that there was no culpable behavior.
- 14.5 The contractor shall be obliged to take out public liability insurance with cover of EUR 1 million for personal injury and property damage and EUR 100,000 for financial losses and to maintain this for the duration of the contract. Proof of the existence of the respective insurance relationships must be provided to MMG upon request. The conclusion of business interruption insurance is recommended.

- 14.6 The contractor undertakes to indemnify MMG on first demand against all claims asserted by third parties in connection with the services to be provided by the contractor under this contract. The contractor shall be liable for any damage incurred by MMG as a result, including the costs of legal prosecution and defense. MMG may have the damage estimated by a publicly appointed and sworn expert at the Contractor's expense.

## **15 Compliance**

- 15.1 The Contractor undertakes to comply with the [MMG Code of Conduct for Business Partners](https://messe-muenchen.de/en/services/trade-fair-participation/gtcs-and-code-of-conduct/) (<https://messe-muenchen.de/en/services/trade-fair-participation/gtcs-and-code-of-conduct/>).
- 15.2 If the contractor breaches the Code of Conduct, MMG shall be entitled to terminate the contract with immediate effect for good cause. Except in the event of a particularly serious breach of duty, MMG shall only be entitled to exercise its right of termination if it has set a reasonable deadline to remedy the breach and this deadline has expired without success. In particular, a breach of the prohibition of child labor, forced labor and slavery, compliance with fair working hours and appropriate remuneration, integrity and anti-corruption as well as the prevention of money laundering and the prohibition of terrorist financing within the meaning of the Code of Conduct shall constitute a particularly serious breach of duty.

## **16 Place of fulfillment, place of jurisdiction**

- 16.1 The place of performance for all contractual obligations, in particular for delivery and payment obligations, is Munich for both contracting parties.
- 16.2 The business relationship shall be governed by German law to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.
- 16.3 If the Contractor is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich shall be agreed as the place of jurisdiction for all disputes arising from or in connection with this contract. MMG shall also be entitled, at its discretion, to assert its claims against the Contractor at the court having jurisdiction for the place where the Contractor has its registered office or branch office

## **17 Partial ineffectiveness**

The legal invalidity of individual provisions of these Terms and Conditions of Contract shall not affect the validity of the remaining provisions of these Terms and Conditions of Contract.