

General Terms and Conditions for Use of the ExhibitorShop and the Ordering of Services

The following terms and conditions apply to any and all use of the ExhibitorShop (Part A) provided by NürnbergMesse GmbH and to the ordering of goods and services from the ExhibitorShop (Part B).

Part A

Use of the ExhibitorShop

§ 1 Validity of these terms and conditions

1. The ExhibitorShop may only be used within the scope of the legal regulations and these General Terms and Conditions for Use of the ExhibitorShop and the Ordering of Services.
2. Conflicting contractual terms and conditions of the customer will not be recognized.

§ 2 Registration

1. No entitlement exists to register for the ExhibitorShop. The registration itself is free. Upon registration for the ExhibitorShop, a contract for the use of the ExhibitorShop (hereinafter the "License Agreement") is concluded between NürnbergMesse GmbH and the customer.
2. Registration is only permitted for corporate bodies and individuals with full legal capacity to act. In particular, the registration of minors is prohibited.
3. The data requested by NürnbergMesse GmbH for the registration must be provided in a complete and correct form (e.g. first and last name, current address, P.O. Box if applicable, telephone number, valid e-mail address, and company name if applicable). The registration of a corporate body may only be undertaken by a named individual authorized to represent the corporate body. The customer himself will be obliged to inform NürnbergMesse GmbH of any subsequent changes to the submitted data.
4. Upon registration, the Customer will receive a customer number. The customer must request his password at the time of initial registration.
5. To protect the customer's data against misuse by third parties, NürnbergMesse GmbH will not ask a customer for his password by e-mail or telephone.
6. The user account is not transferable.

§ 3 Object and scope of licence agreement

1. NürnbergMesse GmbH may associate the use of the ExhibitorShop or the extent to which individual functions and services can be used with certain conditions, e.g. check of registration data etc.
2. The customer's entitlement to use the ExhibitorShop and its functions exists only to the extent allowed by current technical standards. NürnbergMesse GmbH may restrict its services temporarily, if this is necessary with regard to capacity limits, the security or integrity of the servers or for implementing technical measures and is in the interests of proper or improved performance of the services (maintenance work).

§ 4 Exclusion, cancellation and termination

1. NürnbergMesse GmbH may adopt the following measures if firm evidence exists that a customer has contravened legal regulations, third-party rights or these GTBs, or if NürnbergMesse GmbH has any other justified interest:
 - warn customers
 - restrict the use of the ExhibitorShop,
 - temporary or permanent exclusion (§ 4 no. 2)

When selecting such measures, NürnbergMesse GmbH shall consider the justified interests of the customers affected and particularly if evidence exists that the contravention is beyond the control of the customers.

2. NürnbergMesse GmbH may exclude a customer permanently from using the Internet platform (permanent exclusion), if the customer
 - transfers his user account,
 - seriously damages other customer, third parties or NürnbergMesse GmbH, particularly if he misuses services of NürnbergMesse GmbH for his own, incorrect or unreasonable purposes,
 - or another important reason exists.

A customer who has been permanently excluded shall have no entitlement to restoration of his user account.

3. NürnbergMesse GmbH may terminate the licence agreement at 14 days notice at any time with effect from the end of the month.
The right of exclusion remains unaffected by such termination.
4. Invoices sent to the customer by post or e-mail are due for payment within 30 days of receipt, otherwise the customer shall be deemed to be in default without the issue of further reminders.

§ 5 Data security

The customer himself is responsible for storing information that can be viewed in the ExhibitorShop and stored by NürnbergMesse GmbH if he needs such information for the purpose of securing evidence, accounting, etc. and shall store such information on a data storage medium that is independent of NürnbergMesse GmbH.

§ 6 Use of addresses and contact data

1. Clients are not allowed to use addresses, contact data and e-mail addresses obtained through the use of the ExhibitorShop for purposes other than communication in connection with the contract or contract preliminaries. The use of this data for commercial or unsolicited advertising (spam) is strictly prohibited.
2. Clients are not permitted to enter unfair or otherwise illegally obtained e-mail addresses in the system.

§ 7 Indemnification

The customer shall indemnify NürnbergMesse GmbH against all claims asserted against NürnbergMesse GmbH by other users of the ExhibitorShop or other third parties due to violation of their rights by data and addresses placed in the ExhibitorShop by the customer or another use of the ExhibitorShop by the customer. The customer shall also assume the costs of any necessary legal defence of NürnbergMesse GmbH, including all court and lawyer costs. This shall not apply if the customer is not responsible for the legal violation.

§ 8 Interference with ExhibitorShop

1. The customer is not entitled to use mechanisms or software in connection with using the ExhibitorShop if these could disturb the operation of the ExhibitorShop. Any other interference with the system integrity of the ExhibitorShop by the customer is prohibited.
2. The contents stored in the ExhibitorShop may not be copied, distributed, used in any other way or reproduced without the prior approval of the holder of the rights. This also applies to the use of automatic mechanisms. The layout of the ExhibitorShop and these GTBs may only be reproduced and/or used on other Web sites with the prior written approval of NürnbergMesse GmbH.

§ 9 Transfer of contract to third parties

NürnbergMesse GmbH is entitled to fully or partly transfer its rights and obligations arising out of this contractual relationship to a third party subject to four weeks notice. In this case, the customer shall be entitled to terminate the licence agreement after notification of the transfer by sending an e-mail to osc@nuernbergmesse.de.

§ 10 Liability

1. Except in case of violation of major contractual obligations, NürnbergMesse GmbH shall be liable for damages to companies only if and to the extent that this is caused by intention or gross negligence on the part of NürnbergMesse GmbH or its legal representatives or executives. In the case of other agents, NürnbergMesse GmbH shall be liable only in case of intention and as far as these agents violate major contractual obligations through intention or gross negligence. No liability exists for consequential damage and particularly not for loss of profit, except in case of intention or gross negligence on the part of legal representatives or executives or willful conduct by other agents of NürnbergMesse GmbH. Except in case of intention or gross negligence on the part of NürnbergMesse GmbH or its legal representatives or executives, liability shall be limited to typical damage foreseeable at the time of concluding the contract.
2. NürnbergMesse GmbH shall be liable to consumers only in case of intention or gross negligence. In the event of violation of major contractual obligations, default or failure of NürnbergMesse GmbH to render the services, NürnbergMesse GmbH shall, however, be liable for any case of negligent conduct by its employees or agents. Except in case of intention and/or gross negligence by legal representatives, employees or other agents, the extent of liability of NürnbergMesse GmbH shall be limited to typical damage foreseeable at the time of concluding the contract.
3. The aforementioned liability exclusions and limitations in respect of companies or consumers shall not apply in the case of acceptance of express guarantees by NürnbergMesse GmbH or to damages arising out of damage to life, body or health or in case of mandatory legal regulations.

§ 11 Written form, prevailing law and place of jurisdiction

1. All declarations transferred in connection with the licence agreement to be concluded with NürnbergMesse GmbH must be made in writing or by e-mail. The postal address of NürnbergMesse GmbH is: NürnbergMesse GmbH, Messezentrum, 90471 Nürnberg. The e-mail address is: osc@nuernbergmesse.de.
2. The license agreement including these GTBs is governed by the law of the Federal Republic of Germany, excluding the rules of private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. The sole place of jurisdiction for all disputes arising out of the licence agreement and these GTBs is Nuremberg.

§ 12 Severability clause

If a provision of these GTBs becomes void, this shall not affect the effectiveness of the remaining provisions. In this case, the parties shall co-operate to replace the void provision with a legally admissible and effective one that represents the intended purpose of the void provision as accurately as possible.

Part B

Ordering goods and services in the ExhibitorShop

The following provisions apply to ordering goods and services in the ExhibitorShop and are supplementary to the terms and conditions stated in Part A.

§ 13 Provision of the service

1. The goods and services ordered via the ExhibitorShop will be delivered or provided by NürnbergMesse GmbH direct or by the respective service partner stated as subcontractor on the order.
2. This shall not apply to the expressly designated cases in which NürnbergMesse GmbH acts only as agent and enables the user to order services offered by a third-party supplier. In these cases, NürnbergMesse GmbH accepts no contractual obligations whatsoever. In particular, NürnbergMesse GmbH accepts no responsibility for the correctness and completeness of the information provided by the third-party supplier or for the freedom from defects and completeness of the service rendered by the third-party supplier.

§ 14 Special Terms and Conditions for Services of service partners

If service partners work as subcontractors for NürnbergMesse GmbH, the service partner's "Special Terms and Conditions for Services" shall also apply to customers. The General Terms and Conditions for Use of the ExhibitorShop and the Ordering of Services take priority.

§ 15 Priority of the General and Special Terms and Conditions for Participation for Exhibitors

The validity of the "General Terms and Conditions for Participation in Fairs and Exhibitions" and the "Special Terms and Conditions for Participation" of NürnbergMesse GmbH are not affected by these General Terms and Conditions. If the customer is an exhibitor, the "General Terms and Conditions for Participation in Fairs

and Exhibitions" and the "Special Terms and Conditions for Participation" take priority in the event of contradictions with the General Terms and Conditions for Use of the ExhibitorShop and the Ordering of Services.

§ 16 Billing

If services of NürnbergMesse GmbH are provided by service partners, they will be billed directly either by NürnbergMesse GmbH or by the service partner in the name and for account of NürnbergMesse GmbH. Collection from the stand during the exhibition is permissible. The following credit cards are accepted by most service partners: MasterCard, American Express, VISA, partly Diners Club.

§ 17 Prices

Unless otherwise stated, all prices are net and subject to the statutory rate of VAT. Payments are due in full immediately on receipt of the invoice. Invoices are issued in EUR.

§ 18 Defects

1. The customer is obliged to check the services provided to him for defects and completeness without delay. To avoid the loss of all claims, the he must lodge complaints of apparent defects or incompleteness in writing to the service partner without delay as soon as detected.
2. Claims concerning defective or incomplete provision of services are to be asserted solely against the service partner.

§ 19 Cancellation of order

If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee will be payable. This cancellation fee will be determined on the basis of the provisions set forth in the respective terms and conditions of service. The customer retains the right to prove that the requested cost participation demanded of him is too high.