

GENERAL TERMS AND CONDITIONS FOR SERVICES OF THE MARKETING SERVICES MESSE STUTTGART (GTC MARKETING SERVICES)

Via their partner Marketing Services Messe Stuttgart (Marketing Services), which is a business division of the sign service Stuttgarter Werbetechnik GmbH, the Landesmesse Stuttgart (LMS) offers its trade fair customers event specific advertising and sponsoring services of advertising space / advertising media, both within and outside of the LMS premises' halls. **In doing so, the Marketing Services partner acts for and on behalf of LMS.**

For the services offered in this regard and the subsequently concluded bookings/contracts, the following General Terms and Conditions of Marketing Services shall apply:

1. BOOKING/CONCLUSION OF A CONTRACT/PROCESSING OF CONTRACTS

- 1.1 All correspondence ensuing from and conducted in connection with bookings of the event specific services as well as all transmissions of data are to be addressed exclusively to the Marketing Services partner.
- 1.2 Bookings per email or fax are legally valid and binding. The exhibitor is bound to its booking until such time as the confirmation of order is sent. The contract with LMS becomes effective with the confirmation of order by LMS (Marketing Services).
- 1.3 In accordance with the contract provisions of LMS, only advertising materials of the exhibitors are permitted within the exhibition ground and its halls. Long-term advertising of LMS remains unaffected by these GTCs.
- 1.4 Marketing Services reserves the right to refuse advertising content in the event that it infringes on existing legal provisions or the rights of third parties (law on trademarks, legal protection of names, copyright laws, data protection law, etc.), and also in the event that it is immoral or racist or runs counter to the interests of the LMS in an unreasonable manner.
- 1.5 In the event that the content of the confirmation of order fundamentally deviates from the content of the exhibitor's booking, the contract will be legally binding in accordance with the confirmation of order unless the exhibitor objects to this, in writing, within a period of two weeks.

2. RESCISSION/CANCELLATION

A rescission from the booking of the confirmed advertising spaces/advertising media, respectively of the booking of the confirmed sponsoring services by the exhibitor is excluded. In as far as LMS should, by means of exception, accept the cancellation, the following cancellation charges will apply for the contractual services, which will be charged to the exhibitor as follows:

- As of 10 weeks prior to commencement of the trade fair:
30% of the rental volume of the booked advertising surface(s), respectively of the booked sponsoring services
- As of 8 weeks prior to the commencement of the trade fair:
50% of the rental volume of the booked advertising surface(s), respectively the booked sponsoring services
- As of 8 weeks prior to the commencement of the trade fair:
100% of the rental volume of the booked advertising surface(s), respectively the booked sponsoring services.

Already incurred printing and production costs are invoiced completely (100%).

3. ADVERTISING SPACES/ADVERTISING MEDIA/SPONSORING

- 3.1 The production of the advertising spaces/advertising media can be ordered directly via the following company:

sign service stuttgarter werbetechnik GmbH
Landesmesse Stuttgart
Messeplazza 1,70629 Stuttgart

- 3.2 Data for advertising spaces/advertising media, respectively letterings: true to scale data must be submitted with typos and colour pattern in accordance with CMYK at least eight weeks prior to commencement of the trade fair (in as far as the deadline mentioned for the delivery of data in the confirmation of order does not stipulate anything else) in a perfect state and ready to print, whereat the data is uploaded on the FTP-Server (for further details, please see the "Infoblatt für die Datenvorbereitung für Digitaldrucke" (Leaflet for data preparation for digital prints)).

- 3.3 In the event that the deadline for submitting the data, as mentioned in the confirmation of order, is exceeded (respectively, the deadline as mentioned in 3.2), LMS reserves the right of possibly charging the additionally incurred expenditure.

- 3.4 Deviating submission deadlines or arrangements have to be stated out in writing in order to be valid.

- 3.5 Owing to deviations of production, in the event of self-produced advertising spaces/advertising media, a situation could ensue in which problems are encountered regarding assembly. In such cases, LMS cannot accept any liability.

- 3.6 Self-made advertising spaces/advertising media as well as the corresponding and detailed assembly instructions have to be submitted and present at LMS (Marketing Services) at the latest 10 days prior to the commencement of the trade fair.

Production data and advertising spaces/advertising media are to be sent to the following delivery address:

sign services stuttgarter werbetechnik GmbH
Landesmesse Stuttgart
Messeplazza
70629 Stuttgart.

- 3.7 In the event of the mounting and assembly of the customers' own advertising spaces/advertising media, proof of stability can be demanded by LMS.

- 3.8.1 Should the exhibitor wish to make subsequent use of the advertising spaces/advertising media which had been produced for him for the event, the exhibitor has to state this in writing at the booking, at the latest however one week prior to commencement of the trade fair, referring to the form in which the exhibitor would like to have the said advertising spaces/advertising media returned:

- The advertising spaces/advertising media will be handed over at the exhibitor's stand in accordance with the respective written agreements
- The advertising spaces/advertising media will be collected by him in the warehouse of LMS
- The advertising spaces/advertising media will be forwarded to him subject to a charge.

In the event that LMS (Marketing Services) does not receive any response, the advertising spaces/advertising media will be disposed of subsequent to the end of the fair, and this will be carried out at the exhibitor's charge.

4. DELAY IN DATA DELIVERY

- 4.1 Material that had not been submitted in due time can jeopardize the proper execution of the order. Failures/defects in workmanship which might ensue as a result hereof, cannot be admitted as valid complaints unless these were owing to grossly negligent or deliberate actions on the part of LMS.
- 4.2 Should the deadline for the submission, as stated in the confirmation of order, be exceeded, LMS reserves the right of possibly charging the additionally incurred expenditure.
- 4.3 In the event of a delayed delivery of the labelling documents, LMS expressly reserves the right of charging a surcharge.
- 4.4 Deviating deadlines regarding submissions or agreements are only valid when made in writing.
- 4.5 For reasons of protection of both public and traffic safety, the assembly / mounting of the advertising materials will be carried out subject to a charge and will be executed exclusively by contractual partners of LMS.

5. COMPLAINTS

- 5.1 The exhibitor is obliged to verify the advertising spaces/advertising media, respectively the sponsoring services produced for it, prior to the commencement of the trade fair.
- 5.2 LMS (Marketing Services) has to be informed immediately regarding complaints so as to enable the rectification of possible defects and shortcomings. Subsequent complaints can no longer be considered and will not lead to any claims against LMS or Marketing Services, unless the complaints refer to hidden defects. As soon as these should become apparent, LMS (Marketing Services) is to be informed of said defects immediately.

6. LIABILITY

- 6.1 For all arising damages which ensue on the part of the exhibitor with regard to provisioning, assembly and disassembly of the advertising spaces/advertising media, respectively of sponsoring services, including theft, the exhibitor shall be solely liable. This will be the case in as far as, on the part of LMS or Marketing Services, an encumbrance is present, not however in the event of injury of cardinal obligations (essential contractual obligations) or with wilful and grossly negligent acts, and also not for damages that ensue from injury of life, limb or health.

7. PRICES AND PAYMENT

The total price of the booked advertising, respectively the sponsoring services, is to be paid at the latest 2 weeks after receipt of the invoice.

8. PLACE OF PERFORMANCE

The place of performance for payments is Stuttgart, for deliveries and services it is the receiving station of the LMS.

9. PLACE OF JURISDICTION

For both contractual partners, the place of jurisdiction is the district court of Stuttgart or the regional court of Stuttgart in as far as the supplier is a merchant, legal entity under public law or a federal special fund under public law or is without any general domestic jurisdiction.