



# DISPLAY MESSEBAU IN ESSEN

KONZEPT DESIGN PLANUNG REALISATION

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## General Terms and Conditions (GTC)

Status: January 2025

### I. General

Our following terms and conditions apply exclusively; we do not recognize any terms and conditions of the contractual partner that conflict with or deviate from our terms and conditions unless we have expressly agreed to their validity in writing.

### II. Offer

1. Initial quotations are generally submitted free of charge. Display-Messebau GmbH shall be bound by an offer submitted by it for 14 days.

2. Any design costs incurred by Display-Messebau GmbH shall be notified to the client in good time and invoiced separately in accordance with the HOAI (scale of fees for architects and engineers). The amount of the respective fee is regulated uniformly throughout Germany by the HOAI.

3. The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding. Display-Messebau GmbH reserves the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. Display-Messebau GmbH shall be obliged to make plans designated as confidential by the customer accessible to third parties only with the customer's consent.

### III. Scope of Delivery

The written order confirmation from Display-Messebau GmbH shall be decisive for the scope of delivery. Collateral agreements and amendments shall require written confirmation from Display-Messebau GmbH.

### IV. Prices and Payment

1. In the absence of any special agreement, payment shall be made to the paying agent of Display-Messebau GmbH without any deductions, within 7 days after invoicing. Invoices are strictly net and cannot be discounted.



2. The terms of payment for the realization of trade fair stands shall be: 50% upon placement of the order, the remainder after stand handover, strictly net; for ancillary services: 7 days after invoicing, strictly net.

3. If the payment deadlines are exceeded, annual interest of 1% above the respective discount rate of the German Central Bank, but at least 5%, will be charged without the need for a notice of default.

4. The customer shall only be entitled to rights of set-off and retention if his counterclaims have been legally established, are undisputed or have been recognized by Display-Messebau GmbH.

## **V. Delivery Period**

1. The delivery period shall commence upon receipt of the order, but not before the customer has provided the documents, approvals and releases to be produced by him and not before receipt of an agreed advance payment.

2. The delivery period shall be deemed to have been met if the delivery item has left the factory or ready for dispatch has been notified by the time it expires.

3. Delivery and assembly periods shall be extended appropriately if unforeseen events occur which are beyond the control of Display-Messebau GmbH - irrespective of whether they occur at the Display-Messebau GmbH factory or at its subcontractors. For example: operational disruptions, strikes, lockouts, delays in the delivery of essential raw materials and building materials, insofar as such obstacles can be shown to have a significant impact on the completion or delivery of the delivery item.

4. Display-Messebau GmbH shall also not be responsible for circumstances that arise during an existing delay. In important cases, Display-Messebau GmbH shall inform the customer as soon as possible of the start and end of such hindrances.

5. If dispatch is delayed at the customer's request, he will be charged the costs incurred by storage at Display-Messebau GmbH's works, but at least 0.5 % of the invoice amount for each month, starting one month after notification of ready for dispatch. However, Display-Messebau GmbH shall be entitled, after setting a reasonable deadline which has expired without result, to dispose of the delivery.

6. Compliance with the delivery and assembly deadline presupposes the fulfillment of the customer's contractual obligations.

7. Suppose the customer defaults on acceptance or is in breach of other duties to cooperate. In that case, Display-Messebau GmbH shall be entitled to demand compensation for the loss, including any additional expenditures. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall also pass to the customer at the point in time at which he is in default of acceptance.



8. If Display-Messebau GmbH is in default on delivery for reasons for which Display-Messebau GmbH is responsible, liability for damages shall be excluded in the event of ordinary negligence.

9. If the customer grants Display-Messebau GmbH a reasonable grace period with a threat of refusal, he shall be entitled to withdraw from the contract after the fruitless expiry of this grace period; the customer shall only be entitled to claims for damages due to non-performance in the amount of the foreseeable damage if the delay was due to intent or gross negligence; otherwise the liability for damages shall be limited to 50% of the damage incurred.

10. The limitations of liability according to clauses 8 and 9 shall not apply if a commercial transaction for delivery by a fixed date has been agreed; the same shall apply if the customer claims that his interest in the fulfillment of the contract has ceased to exist due to the delay for which Display-Messebau GmbH is responsible.

## **VI. Transfer of Risk and Acceptance**

1. The risk shall pass to the customer at the latest when the delivery parts are dispatched, even if partial deliveries are made or Display-Messebau GmbH has assumed other services, for example the shipping costs or transportation and installation. At the customer's request and expense, Display-Messebau GmbH will insure the consignment against breakage, transportation, fire and water damage.

2. If dispatch is delayed because of circumstances for which Display-Messebau GmbH is not responsible, the risk shall pass to the customer from the day on which the goods are ready for dispatch; however, Display-Messebau GmbH shall be obliged to take out the insurance requested by the customer at the latter's request and expense.

3. Delivered items must be accepted by the customer, even if they have minor defects, without prejudice to the rights in Section VIII.

4. Partial deliveries are permissible.

## **VII. Retention of Title**

1. Display-Messebau GmbH shall retain title to the items supplied until all payments arising from the supply contract have been received. The retention of the title shall also remain in force until any acceptances submitted by the customer have been honored in full acceptance.

Until the retention of title expires, Display-Messebau GmbH shall be entitled to insure the goods supplied against relevant risks at the customer's expense, unless the customer provides evidence that it has taken out appropriate insurance coverage. In this case, the customer hereby assigns to Display-Messebau GmbH any claim for insurance benefits in the amount of the delivery price. The reassignment shall be deemed to have been made tacitly as soon as the customer pays the delivery price in full.

2. If the customer sells the delivery item before paying the total purchase price, it hereby assigns its claim arising from the resale to Display-Messebau GmbH as the supplier.



Display-Messebau GmbH undertakes not to assert the claim already assigned to it as long as the customer meets its payment obligations.

3. The item supplied may not be pledged or assigned as security by the customer. Display-Messebau GmbH must be informed immediately in the event of seizure or confiscation or other dispositions by third parties.

4. If the customer acts in breach of contract, in particular in the event of default on payment, Display-Messebau GmbH shall be entitled to take back the goods and the customer shall be obliged to hand them over. The taking back of the delivery item by Display-Messebau GmbH shall not constitute withdrawal from the contract, unless Display-Messebau GmbH has expressly clarified this in writing.

### **VIII. Liability for Defects in Delivery and Assembly**

1. Notices of defects must be made in writing without delay, but at the latest within 8 days. Any prior changes to the delivered items made without the consent of Display-Messebau GmbH shall forfeit any legal claim to rectification of defects.

2. If there is a defect in the delivered item for which Display-Messebau GmbH is responsible, Display-Messebau GmbH shall be entitled, at its discretion, to rectify the defect or supply a replacement. In the case of rectification of defects, Display-Messebau GmbH shall only bear the costs up to the amount of the delivery price. If the costs increase because the delivery item has been taken to a place other than the place of performance, the customer shall bear these costs.

3. After consultation with Display-Messebau GmbH, the customer must give Display-Messebau GmbH the necessary time and opportunity to carry out all repairs and replacement deliveries which Display-Messebau GmbH deems necessary, otherwise Display-Messebau GmbH shall be released from liability for defects.

4. If Display-Messebau GmbH is not prepared or not in a position to rectify the defect / make a replacement delivery, in particular if this is delayed beyond a reasonable period for reasons for which Display-Messebau GmbH is responsible, or if rectification of the defect fails in any other way, the customer shall be entitled, at his discretion, to withdraw from the contract or to demand a corresponding reduction in the purchase price. Failed rectification of a defect in the form of an unsuccessful attempt to rectify the defect shall only be deemed to have occurred if Display-Messebau GmbH has unsuccessfully attempted to rectify the same defect three times. Only in urgent cases where there is a risk to operational safety, or if Display-Messebau GmbH is in default with remedying the defect, shall the customer have the right to remedy the defect itself or have it remedied by a third party and to demand reasonable reimbursement of its costs from Display-Messebau GmbH.

5. Display-Messebau GmbH may refuse to remedy defects if the customer fails to meet its obligations.



6. Display-Messebau GmbH liability for the consequences of any changes made improperly by the customer or third parties without the prior consent of Display-Messebau GmbH shall be waived. Furthermore, no warranty shall be assumed for damage resulting from unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling - in particular excessive use -, or unsuitable operating materials. The customer shall not be entitled to claim compensation for damage caused using substitute materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless Display-Messebau GmbH is at fault.

7. The customer shall not be entitled to claim compensation for damage which has not occurred to the delivery item itself; in particular, Display-Messebau GmbH shall not be liable for loss of profit or other financial losses suffered by the customer.

8. The above exemption from liability shall not apply if the damage caused by Display-Messebau GmbH is due to intent or gross negligence. Furthermore, it shall not apply if the customer asserts claim for damages due to non-performance in accordance with §§ 463, 480 Para. 2, 635 BGB (German Civil Law) due to the absence of warranted characteristics asserts.

9. The warranty period is 6 months, calculated from the transfer of risk. This period shall also apply to claims for compensation for consequential harm caused by a defect, provided that no claims in tort are asserted.

### **IX. Joint and Several Liability**

1. Any further liability for damages other than that provided for in Clause VIII Nos. 7 to 8 shall be excluded, irrespective of the legal nature of the claim asserted. This shall not apply in the event of initial inability or impossibility for which Display-Messebau GmbH is responsible.

2. To the extent that the liability of Display-Messebau GmbH is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives, and vicarious agents.

### **X. Right of Withdrawal of the Supplier and Customer**

1. The customer may also withdraw from the contract if it becomes definitively impossible for Display-Messebau GmbH to provide the entire service before the transfer of risk.

2. Display-Messebau GmbH shall have the right to withdraw from the contract if, after confirmation of the order, there are serious negative changes in the customer's financial circumstances or if unforeseen events within the meaning of Section V occur.

### **XI. Transportation of third-party Exhibition Stands and Accessories**

1. Transportation of third-party exhibition stands, exhibits or other exhibition goods shall be at the expense and risk of the exhibitor. They must be insured by the exhibitor at his own expense.



2. This applies both to transportation by Display-Messebau GmbH's own vehicles and to other means of transport such as hired vehicles, courier services, ships, railroads, aircraft or forwarding agents.

## **XII. Transportation of our own Stand Construction Systems etc.**

The exhibition stands and other accessories offered for hire by Display-Messebau GmbH are insured by us against damage in transit.

## **XIII. Storage**

Storage of third-party exhibition goods and all associated materials shall be at the risk and expense of the exhibitor. The exhibitor must arrange for adequate insurance of the stored goods for the period of storage.

## **XIV. Special Conditions for the Realization of Exhibition Stands**

In amendment and supplementation of the above terms and conditions, the following agreement shall apply to the realization of exhibition stands due to the fixed business character. In all other respects, the Terms and Conditions shall remain unaffected.

1. The delivery deadline is met if the exhibition stand can be handed over on the agreed date. The delivery deadline refers only to the services included in the main offer. Subsequent orders and requests for changes may result in the agreed delivery date being exceeded.
2. Compliance with Display-Messebau GmbH delivery obligations presupposes the timely and proper fulfillment of the customer's obligations.
3. An extension of the delivery and assembly period is not possible.
4. The risk shall pass to the customer when the exhibition stand is handed over and shall end at the close of the event after handover to Display-Messebau GmbH.
5. Partial deliveries are not possible.
6. Notices of defects must be made in writing immediately upon handover of the object, whereby blemishes on the rental material shall not justify a claim for rectification of defects. Defects which occur during the event must also be asserted in writing. Display-Messebau GmbH must rectify any defects for which it is responsible without delay. If the defects are not in the building structure, but rather in technical equipment, Display-Messebau GmbH reserves the right to commission contractors of the relevant exhibition company or equipment manufacturer to carry out repairs at its own expense. Any downtime and waiting times will only be reimbursed in the amount of the individual rental price per day.
7. The customer shall be entitled to withdraw from the contract if Display-Messebau GmbH fails to meet the delivery deadline in accordance with Section XIV No. 1.



8. The limitation of liability in accordance with Section V Nos. 8 and 9 shall not apply.

9. The customer must take out adequate insurance against damage and theft for the systems and accessories provided to him by Display-Messebau GmbH for the period from handover to him until they are returned to Display-Messebau GmbH. In addition to the agreed hire charge, the customer shall bear the cost of replacing or repairing any hired items that are lost or damaged.

10. The customer's own exhibition goods are not insured by Display-Messebau GmbH against damage and theft during the assembly and dismantling phase until they are handed over or taken over after the end of the exhibition.

11. Any damage or theft that occurs must be reported to Display-Messebau GmbH as soon as possible.

12. In the event of theft or deliberate damage to property, the customer undertakes to report this immediately.

#### **XV. Liability for Work Documents etc. provided**

Display-Messebau GmbH shall only be liable for damage to, or loss of, the final artwork, manuscripts and other working documents provided to it by the customer up to the value of the material itself. The limitation of liability shall not apply if Display-Messebau GmbH is proven to have acted with intent or gross negligence in causing the damage.