

**General contract terms and conditions
for orders from the areas of promotion or
individual promotion as well as VIP specials
in the GHM exhibitor portal.**

(As at: 15.03.2022)



1. These general contract terms and conditions are a supplement to the terms of participation (TOP) of GHM Gesellschaft für Handwerksmessen mbH for orders from the above-mentioned areas within the online exhibitor portal; the general terms and conditions of the exhibitor are not applicable. These contract terms and conditions do not supersede the TOP of GHM, but instead they act as more specific provisions for the orders placed within the online exhibitor portal, alongside the TOP. In the event of any disparities between the TOP and the contract terms and conditions herein, these contract terms and conditions for orders shall prevail. Insofar as a situation is not (completely) regulated, the TOP of GHM shall apply (as supplementary provisions).
2. The submission of the order to GHM is a legally binding offer. The order must be submitted to GHM via the exhibitor portal of the respective event. Upon receipt of the order by GHM, the exhibitor is bound to this order for a period of one month and cannot revoke their order during this time. The contract for ordering promotional offers (promotional packages or individual promotions) or VIP specials only comes into effect upon confirmation by GHM, which must be in writing. The confirmation by GHM simultaneously also constitutes acceptance of the contract. GHM reserves the right to refuse acceptance of the orders, without providing any reasons.
3. Authorised customers are all exhibitors registered and/or approved at the time of placing the order, as well as the co-exhibitors at the respective event.
4. If offers are limited, they shall be awarded based on the date of receipt of the order.
5. The costs will be charged to the exhibitor and/or co-exhibitor. The prices and service descriptions are based on the information provided in the exhibitor portal. The invoice will be sent to the customer after the end of the event. The invoice is due and payable immediately in full.

All prices quoted are net prices, each of which increases by the amount of the statutory value-added tax that is applicable at the time of performance of the service.

All fees, bank charges, levies and taxes, in particular value-added tax, shall be borne by the exhibitor. Any withholding or deduction made by a third party upon payment, such as taxes and fees levied at the place of origin of the exhibitor, shall not be valid with respect to GHM. Payments must be made in EURO. Any objections to the invoice must be made within eight days of the invoice being issued - subsequent objections will not be considered. The exhibitor is not entitled to offset any counterclaims against GHM's entitlement to payment, unless the counterclaims have been legally enforced or are recognised by GHM.

6. The service descriptions are based on the information provided in the exhibitor portal.

GHM reserves the right to change the elements that make up the promotion and VIP special offers. Illustrations in the exhibitor portal are sample images and do not constitute a binding offer.
7. In the case of a complete cancellation of the registration for the respective event, or if the customer has not taken possession of their stand space by the beginning of the last setup day of the trade fair, GHM is entitled to withdraw from the contract.

In the case of cancellation of the trade fair participation and/or the cancellation of an order that has been placed, the contractually agreed package price remains due for payment in full.

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8. If GHM is subsequently able to sell a cancelled order to another party, the original customer is liable for 25% of the package price as well as the costs incurred up to the time of cancellation.
9. Insofar as the agreed service from the areas of promotion / individual promotion / VIP specials includes the provision of services on site at the trade fair event, GHM shall make the elements contained in the service descriptions available at the beginning of the trade fair period for contractual use during the official opening hours. Any use beyond this period is not permitted. The service descriptions can be found on the exhibitor portal.
10. Data must be provided in the specified format for any printed matter and digital artwork that is included in the offers. The customer is responsible for the timely delivery of the correct data and/or the printed supplements. GHM is not obliged to check the data provided for correctness, plausibility, etc. If the customer does not provide the necessary data and/or printed matter on time, then they authorise GHM to complete the order at its own discretion – at the time this is required. The obligation to pay remains unaffected.

If technically necessary when the order is executed, GHM reserves the right to use colours that deviate from any proofs provided. This does not justify a discount.
11. The customer must observe the house rules and user regulations for the trade fair venue.
12. GHM accepts no liability for damages caused by force majeure, strikes or other stoppages/cancellations for which it is not responsible.
13. The customer undertakes to indemnify GHM for all claims that are asserted against GHM which arise in the area of responsibility and risk of the customer, irrespective of fault or culpability, to the extent that the customer would be obliged to reimburse GHM in accordance with the statutory provisions on the internal relationship, if GHM were to settle the claims for damages of the third party.
14. Munich is agreed to be the place of jurisdiction and place of performance for all disputes arising from this contractual relationship, if the contracting parties are businesses, legal entities under public law or special funds under public law. If a commercial exhibitor does not have a general place of jurisdiction in the Federal Republic of Germany, Munich is agreed to be the place of jurisdiction and place of performance for all legal disputes arising from this contract. Only the laws of the Federal Republic of Germany shall apply, specifically excluding the norms of international private law.
15. Any addition or amendment to this contract must be made in writing. There are no verbal agreements in place. This agreement can only be changed by written agreement.
16. Translations of these contract terms and conditions into other languages are provided for convenience only. Only the German version is legally binding.