General Terms of Participation A
Messe München GmbH

A 1 Applications
All potential exhibitors wishing to take part in the event are expected to express their wish to do so by submitting an application as exhibitors for the respective event to Messe München GmbH. The application is to be submitted online, unless other application options are specified as per the provisions set out in the Special Terms of Participation. With the application, exhibitors express to Messe München GmbH their serious interest in taking part in the event as exhibitors. Messe München GmbH is entitled to treat applications which are received after the application deadline or after the start of stand allocation as set out in the Special Terms of Participation (B), as late applications and desist from processing them. All exhibits must be described precisely in the application form. Co-exhibitors and additionally represented companies must name a contact person for the application. The same particulars must be specified for them as for the exhibitor. Incomplete applications cannot be considered.

This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

A 2 Admission
The exhibitor accepts that the General Terms of Participation A, Special Terms of Participation (B) and the Technical Guidelines are legally binding as soon as an application has been submitted. Messe München GmbH submits a placement proposal (stand offer) to the exhibitor in writing. The placement proposal must be confirmed by the exhibitor within the set deadline; the exhibitor’s confirmation of the offer is then the contractual offer, to which the exhibitor is bound after its receipt by Messe München GmbH until the expiry of the acceptance period as set out below. The contract concerning stand space rental and participation in the trade fair (rental agreement) is not deemed to have come into existence before Messe München GmbH provides its notice of admission. Messe München GmbH’s notice of admission also constitutes its acceptance of contract. As a general rule, the acceptance of contract occurs in such a timely manner as to provide the exhibitor with sufficient time to prepare the appropriate preparation of its participation. The acceptance of contract can occur within a period of up to three months following the submission of the contractual offer. The acceptance of contract can also occur at a subsequent point in time if Messe München GmbH has made a new proposal for the intentional adjustment of the stand, and this deadline for the proposal is not met either.

The length of the acceptance period is necessary due to the fact that Messe München GmbH may have to allocate space reallocation that may affect exhibitors on account above all of the rejection of proposed allocations by other exhibitors or the subsequent submission of applications by other exhibitors. Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations vis-à-vis Messe München GmbH, e. g. in respect of previous events, or have infringed the regulations governing the use of the Messe München (Münich) exhibition center, or MOC Veranstaltungscenter Münchner or the Terms of Participation, may be excluded from admission.

Messe München GmbH is entitled to withdraw from the contract or to terminate the contractual relationship at any time in a notice period of 12 months due to any legal or regulatory or force majeure reasons. The exhibitor has no entitlement to a change in the stand space already rented and above all not to other utilization of the exhibition space.

A 3 Rental contract
The rental contract comes into force when Messe München GmbH has notified the exhibitor in writing of its agreement. This generally occurs when layout planning work has been completed. The allocation of the other stands, in particular of neighboring stands, can change up until the time the time the fair opens. Messe München GmbH is also entitled to change the opening hours of the exhibition from the exhibition grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe München GmbH because of such changes. Messe München GmbH may change the contract, including after conclusion of the rental contract, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the fair is oversubscribed and further exhibitors must be admitted or because changes in the assignment or exhibition space ensure that the facilities and space required for the fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount is to be refunded to the exhibitor; there is no right to interest on the amount to be reimbursed. Further claims against Messe München GmbH are excluded.

If exhibitors cannot use the stand space or are prevented from full or multiple use of same because they have infringed illegal or official regulations or the General Terms of Participation A, Special Terms of Participation (B) or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay Messe München GmbH compensation for all damage caused by themselves, their legal representatives or their agents; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

Without the prior consent of Messe München GmbH, which must be in writing, the exhibitor may not relocate, exchange or share his stand nor surrender it in part or in full to such third parties as are not co-exhibitors or additionally represented companies admitted for this stand by Messe München GmbH.

A 4 Co-exhibitors and additionally represented companies
A co-exhibitor is one that presents its own goods or services, using its own staff on the stand of another exhibitor (the main tenant). This definition includes group companies and subsidiaries. Agents and representatives are defined as co-exhibitors if the agent or representative is in the capacity of an agent or representative. In the case of an exhibitor that manufactures in its own right, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor is a distributor, it pays only for the goods and services of the goods and service of one other company, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract has been concluded between the co-exhibitors registered for participation by Messe München GmbH. The participation of co-exhibitors is only allowed if they have been admitted for participation by Messe München GmbH. Co-exhibitors and additionally represented companies may only be admitted for participation by Messe München GmbH if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is then subject to payment of the relevant charges if this is required by the Special Terms of Participation (B). The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by Messe München GmbH after the fair is over.

The exhibitor is responsible for ensuring that its co-exhibitors and other companies it represents comply with the General Terms of Participation A, Special Terms of Participation (B), the Technical Guidelines as well as the instructions of the exhibition management. The exhibitor is liable for the debts and negligence of its co-exhibitors or additionally represented companies as if they were its own. The exhibitor cannot legally demand that Messe München GmbH accept service orders from a co-exhibitor or additionally represented company. The exhibitor has the option to order services from Messe München GmbH in his own name for the co-exhibitor or the additionally represented company. Messe München GmbH is entitled to make the co-exhibitor or additionally represented company aware of this option.

A 5 Cancellation of contract
If the location, type, dimensions or size of the exhibition area rented by the exhibitor is subsequently oversubscribed and further exhibitors must be admitted or because changes in the assignment or exhibition space or because changes in the location, type, dimensions and size of the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of written notification by Messe München GmbH. Otherwise, apart from its statutory rights to withdraw from the contract, the exhibitor has no further rights or claims against Messe München GmbH. Should the exhibitor declare its withdrawal from the given event, Messe München GmbH is, irrespective of whether the exhibitor concerned has the right of cancellation, entitled to otherwise dispose of the rented space. In the case of an exhibitor that manufactures in its own right, an additionally represented company is only allowed if this is foreseen in the Special Terms of Participation (B) and they have been admitted for participation by Messe München GmbH. Co-exhibitors and additionally represented companies may only be admitted for participation by Messe München GmbH if they would have qualified for admission as exhibitors in their own right. The participation of co-exhibitors and the participation of companies as additionally represented companies is then subject to payment of the relevant charges if this is required by the Special Terms of Participation (B). The charge for co-exhibitors and additionally represented companies is payable by the given exhibitor; it can also be invoiced subsequently by Messe München GmbH after the fair is over.

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The exhibitor has no entitlement to a change in the stand space already rented and above all not to a reduction in the size of the stand space concerned.

Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract, Messe München GmbH extends the deadline by 5 days and this deadline for payment is not met either.

Messe München GmbH is also entitled to withdraw from the contract if the exhibitor neglects its duty arising from this contract to respect Messe München GmbH’s rights, objects of legal protection and interests and Messe München GmbH can no longer be reasonably expected to adhere to the contract.

In the aforementioned cases, Messe München GmbH is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses. To prove this, Messe München GmbH has not rented out the exhibition space to another exhibitor, who would otherwise have not been placed elsewhere, but used the space for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space.

The exhibitor has no entitlement to a change in the size of the exhibition area already rented and above all not to a reduction in the size of the stand space concerned.

Messe München GmbH is entitled to withdraw from the contract if the exhibitor fails to meet its financial obligations arising from this contract, Messe München GmbH extends the deadline by 5 days and this deadline for payment is not met either. Messe München GmbH is also entitled to withdraw from the contract if the exhibitor neglects its duty arising from this contract to respect Messe München GmbH’s rights, objects of legal protection and interests and Messe München GmbH can no longer be reasonably expected to adhere to the contract.

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A 6 Force majeure, cancellation of the event
If Messe München GmbH is compelled, as a result of force majeure or other circumstances beyond its control (e. g. failure of the power supply), to vacate one or more exhibition areas temporarily or for longer periods for reasons over which it has no control, or as a result of force majeure, the exhibitor not thereby acquire the right to cancel, withdraw or reduce, cancel and reduce payment, nor do they have any other claims against Messe München GmbH, in particular claims for damages. The same applies if the exhibitor cannot participate in the event due to force majeure or some other reasons beyond Messe München GmbH’s control. If the exhibitor is prevented from participating in the fair for a reason for which it is personally responsible, the provisions set out in section A 5 paragraph 2 apply.

If Messe München GmbH cancels the event, the exhibitor is not entitled to cancel the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for Messe München GmbH to hold the event, Messe München GmbH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.
A 7 Participation fees, lien, invoices

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (B) (see “Participation fees”). Each square meter or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. In accordance with the Special Terms of Participation (B) (see “Advance payment for services,” a lump-sum advance payment will be charged for such services (e.g. electricity, water and telephone connections, technical services, signage, supply of electricity, water, etc.) as the exhibitor can use on its stand, provided they have been ordered previously and in good time as specified in the Exhibitor Service Package, regardless of the number of stands or the size of an offer. The invoice payment for services shall therefore be subject to payment of flat-rate compensation amounting to twice the fee Messe München GmbH, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or agents. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München GmbH, its legal representatives or agents. Messe München GmbH will reimburse the exhibitor for the entire cost of which it is demonstrably separately liable and for which Messe München GmbH is liable under these provisions, with a maximum refund of EUR 50 from the exhibitor if Messe München GmbH is at the exhibitor's request to replace the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or...

A 9 Liability and insurance

Messe München GmbH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe München GmbH, its legal representatives or agents are responsible, as well as for other damage caused by intentional or grossly negligent breach of duty by Messe München GmbH, its legal representatives or agents. Messe München GmbH is also liable for any damage caused by negligent breach of cardinal contractual duties by Messe München GmbH, its legal representatives or agents. Messe München GmbH will reimburse the exhibitor for the entire cost of which it is demonstrably separately liable and for which Messe München GmbH is liable under these provisions, with a maximum refund of EUR 50 from the exhibitor if Messe München GmbH is at the exhibitor's request to replace the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or the exhibitor or stand fittings or furnishings. In this case, it is immaterial whether such damage or...

A 10 Photography, filming, video recording, and sketching

Persons authorized by Messe München GmbH and in possession of a valid pass issued by Messe München GmbH may film, photograph or make sketches or video recordings in the exhibition halls or in the exhibition area located outdoors. Furthermore, Messe München GmbH may authorize the exhibitor to take professional photographs or film footage of its own stand, or to commission a photographer for the task. The permit includes access to the trade fair center for the photo and/or film team outside official opening hours. During official opening hours, valid passes are additionally required in order to obtain access to the trade fair center. For film/video and photo shoots which draw on technical facilities of Messe München GmbH that are not located on the exhibitor's stand, the presence of a Messe München GmbH representative is required. Any costs incurred as a result are payable by the exhibitor. The exhibitor must inform Messe München GmbH, Messe München GmbH may, to the extent permitted by law, demand that the recorded material be surrendered. Messe München GmbH is entitled to have photographs, drawings, films and video recordings removed and to deliver them, if damaged, at the fair, of stands and exhibitions, and to use them for advertising or general press publications.

A 11 Advertising

The exhibitor is not permitted to use advertising activities outside the confines of the given stand is prohibited at the exhibition center unless the advertising activities concerned are ones for which the exhibitor has submitted an application for approval with Messe München GmbH subject to payment of a charge. The charge concerned is set out in the order documents for advertising space. Messe München GmbH is entitled to prohibit such advertising activities outside the confines of the given stand at the exhibition center as have not been approved with particular regard to persons carrying advertising in a prohibited manner. Messe München GmbH is entitled to exclude the given exhibitor from the event concerned and/or future events. Messe München GmbH's approval payment of flat-rate compensation amounting to twice the fee Messe München GmbH would have received for granting approval. Messe München GmbH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.

A 12 Catering, deliveries to stands

Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF format. For this purpose, the exhibitor is required to provide Messe München GmbH with an e-mail address. If the exhibitor fails to provide an e-mail address, Messe München GmbH may send electronic bills to the exhibitor's address or to the exhibitor's contractual partner. Payment terms for invoices issued by Messe München GmbH are as follows: 7 days after the invoice date (excluding public holidays) within 5 working days. If the exhibitor fails to comply with these conditions, Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF format. For this purpose, the exhibitor is required to provide Messe München GmbH with an e-mail address. If the exhibitor fails to provide an e-mail address, Messe München GmbH may send electronic bills to the exhibitor's address or to the exhibitor's contractual partner. Payment terms for invoices issued by Messe München GmbH are as follows: 7 days after the invoice date (excluding public holidays) within 5 working days. If the exhibitor fails to comply with these conditions, Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF format. For this purpose, the exhibitor is required to provide Messe München GmbH with an e-mail address. If the exhibitor fails to provide an e-mail address, Messe München GmbH may send electronic bills to the exhibitor's address or to the exhibitor's contractual partner. Payment terms for invoices issued by Messe München GmbH are as follows: 7 days after the invoice date (excluding public holidays) within 5 working days. If the exhibitor fails to comply with these conditions, Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF format. For this purpose, the exhibitor is required to provide Messe München GmbH with an e-mail address. If the exhibitor fails to provide an e-mail address, Messe München GmbH may send electronic bills to the exhibitor's address or to the exhibitor's contractual partner. Payment terms for invoices issued by Messe München GmbH are as follows: 7 days after the invoice date (excluding public holidays) within 5 working days. If the exhibitor fails to comply with these conditions, Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of paper invoices. Electronic invoices are sent to the exhibitor by e-mail in PDF format. For this purpose, the exhibitor is required to provide Messe München GmbH with an e-mail address. If the exhibitor fails to provide an e-mail address, Messe München GmbH may send electronic bills to the exhibitor's address or to the exhibitor's contractual partner. Payment terms for invoices issued by Messe München GmbH are as follows: 7 days after the invoice date (excluding public holidays) within 5 working days. If the exhibitor fails to comply with these conditions, Messe München GmbH is entitled to issue invoices in electronic format to the exhibitor instead of...
A 14 Exhibitor passes
For the time during which the fair concerned is held, the exhibitor receives a number of free exhibitor passes as specified in the Special Terms of Participation (B). Any additional exhibitor passes requested are subject to a charge. All exhibitor passes are numbered and are not transferable. Exhibitor passes may not be given to unauthorized third parties, e.g., to persons or companies wishing to offer goods for sale or to render services at the exhibition center without corresponding authorization from Messe München GmbH. Exhibitor passes are issued only after payment of the participation fee, the advance service charge and the cost of admission for any co-exhibitors.

A 15 Set-up, staffing and dismantling of stand
The dates for stand set-up and dismantling as specified in the Special Terms of Participation (B) must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as Messe München GmbH sees fit.
Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the exhibition opens. Exhibitors are not permitted to remove exhibition goods or dismantle their stands before the fair closes. If they break this rule, Messe München GmbH is entitled to demand payment of a penalty of EUR 500. Messe München GmbH’s right to claim further damages remains unaffected. The exhibitor can demand that the fair-rate compensation be reduced if it proves that Messe München GmbH has incurred fewer expenses.
Messe München GmbH is entitled to exclude from future fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the fair’s opening hours, who exhibits an incomplete range of goods or goods not admitted to the fair, who vacates or clears its stand before the end of the fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe München GmbH’s right to cancel the contract in accordance with Section A 5 Cancellation of contract, and to claim for all costs thereby incurred.

A 16 Verbal agreements
All verbal agreements, individual permits and special regulations are valid only with Messe München GmbH’s confirmation in writing.

A 17 House and usage regulations
Exhibitors must strictly observe the regulations governing the use of the exhibition center and its grounds (New Munich Trade Fair Center). Exhibitors are not permitted to spend the night in the halls or on the grounds. Exhibitors must treat the other participants at the event with respect, may not act contrary to public moral policy and may not misuse their participation at the event for ideological, political or other such purposes as have nothing to do with the event. Messe München GmbH personnel members are entitled to access the stand of a given exhibitor by order of Messe München GmbH at any time.

A 18 Period of limitation, exclusion period
All the exhibitor’s claims against Messe München GmbH arising from the stand rental and from all legal relationships in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the regulations set out in section A 8, complaints in respect of invoices must be asserted writing within an exclusion period of 14 days following receipt of the given invoice.

A 19 Place of performance, applicable law
If the exhibitor is a trader, a legal person under public law or a special fund under public law, Munich is the agreed place of performance, for all financial obligations too. German law applies exclusively.

A 20 Jurisdiction
If the exhibitor is a trader, a legal person under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Munich is the agreed place of jurisdiction. Messe München GmbH is also entitled, if it so wishes, to assert its claims against the exhibitor at the court in the place of jurisdiction in which the exhibitor’s registered head office or branch office is located.

A 21 Data protection
Personal data which is collected on or transmitted by the exhibitor may be used for the fulfillment of the business purposes of Messe München GmbH within the framework of the statutory data protection provisions. Messe München GmbH and its affiliated companies, as well as its foreign representatives, are moreover entitled to use these personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives, some of which reside outside the European Union (EU) and the European Economic Area (EEA), can be retrieved from our website www.messe-muenchen.de under the section “International Network.”

The exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g., obtaining consent of his employees). The exhibitor is liable to Messe München GmbH for damages and expenses resulting from the infringement of this obligation and shall hold Messe München GmbH harmless from any third party claims upon first demand.

A 22 Severability clause
Should the provisions set out in the Terms of Participation or Technical Guidelines be invalid or incomplete, the validity of the other provisions and that of the contract remains unaffected. In such cases, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

A 23 Value-added tax
The charges set out in the General Terms of Participation A, the Special Terms of Participation (B) and Technical Guidelines are net amounts. Insofar as they are subject to German value-added tax in accordance with sales tax legislation, the fees concerned are charged plus German value-added tax at the rate valid at the given time.

A 24 Exhibition grounds
The term “exhibition grounds” designates either the Messe München venue (Munich exhibition center) or the MOC Veranstaltungscenter München. The preceding provisions shall refer to that of the two venues at which the event is held. The term “trade fair” refers to any event that is either a trade fair or an exhibition.