

General Terms and conditions of Compass Fairs GmbH

1. Scope

Compass Fairs GmbH creates and produces exhibition stands and provides them for use for a defined period of time. This includes, unless otherwise agreed in writing, the transportation to and the assembly and dismantling at the event location.

The following general terms and conditions apply between the parties, unless otherwise agreed in writing.

2. Offer and deadline for acceptance

Oral and written offers from Compass Fairs GmbH must be accepted no later than 14 days after the date of submission of the offer. Accordingly, Compass Fairs GmbH is not bound by offers that Compass Fairs GmbH receives after the expiry of the acceptance period.

Offers, plans, drafts, drawings and other documents remain the property of Compass Fairs GmbH with all rights, unless expressly agreed otherwise in writing. The customer is not entitled to use these protected works himself or to pass them on to third parties.

3. Services

Compass Fairs GmbH will provide exhibition stands in accordance with the agreement between the parties and may also prepare marketing material, provided that this is stipulated in the contract between the parties.

Compass Fairs GmbH is entitled to commission external suppliers with services insofar as this is necessary.

Additional services and onsite orders from the customer, which are not fixed in the written agreement between the parties, will be charged additionally by Compass Fairs GmbH.

4. Delivery

The stand will be delivered/ handed over to the customer at the beginning of the respective exhibition.

The customer is responsible for taking out insurance for possible damages to the delivered exhibition stand or his own goods after delivery.

See point 10 Exhibition- specific information.

5. Prices

As stated in the offer and otherwise as invoiced.

Compass Fairs GmbH reserves the right to make changes in justified cases or after prior notice.

All prices do not include costs from the exhibition organiser for exhibition space and/or technical orders (e.g. power, wastehandling, emptyhandling, site logistics, forkliftworks, etc.). Those costs have to be borne by the customer.

6. Terms of payment.

All Compass Fairs GmbH invoices are payable immediately without deduction.

In the event of late payment, late payment interest will be charged at the rate of 1.5% per month from the due date.

For the agreed services, 50% will be charged at the time of customers acceptance of the offer and 50% after the acceptance of the exhibition stand - unless otherwise agreed.

Compass Fairs GmbH reserves the right to withhold services in the event of outstanding, overdue payments or additional services.

7. Cancellation

In the event of a cancellation of exhibition stands less than 3 months before the start of the fair, Compass Fairs GmbH is entitled to charge 50% of the agreed amount.

In case of cancellation of one month or less before the start of the exhibition, Compass Fairs GmbH is entitled to charge up to 100% of the agreed amount.

8. Limitation of Liability

Any claims for damages against Compass Fairs GmbH can in no case exceed the invoice amount excluding VAT in relation to the purchased service - except in the case of statutory product liability.

Compass Fairs GmbH cannot be held liable for defective deliveries due to force majeure, for example in the case of:

circumstances beyond the control of the parties, such as war, fire, natural disasters, labor disputes, general material shortages, material shortages, import/export bans, transportation shortages, riots or delays/errors in deliveries from external suppliers, introduction of legal or monetary restrictions or similar.

Compass Fairs GmbH cannot be held liable for any consequential or other indirect damages or losses, including loss of profits, loss of time or other consequential financial damages.

Damages due to typographical errors or errors in the translation of technical terms are not to be paid by Compass Fairs GmbH. If materials are stored for the customer, the customer is responsible for obtaining insurance.

The trade fair stand is constructed from stand components that are intended for multiple use, so that traces of use caused by this correspond to the contractually agreed requirements. To this extent, normal signs of use do not constitute a right to rework, replacement or return.

If electronic communication is used between Compass Fairs GmbH and the customer (e-mail, SMS, via websites, etc.), Compass Fairs GmbH assumes no liability for their security and cannot be held liable in tort.

Compass Fairs GmbH assumes no liability for parts of the exhibition stand, exhibits or decoration supplied by the customer.

Claims for damages against Compass Fairs GmbH expire within 12 months after the end of the year in which the claim arose and the customer became aware of the circumstances underlying the claim without gross negligence.

9. Defects

Any defects must be reported by the customer immediately after their discovery, so that Compass Fairs GmbH has the opportunity to remedy them. If it turns out that a defect is due to a lack of information on the part of the customer, the associated costs will be charged by Compass Fairs GmbH.

In the event of a defect, the customer must set a reasonable period for rectification.

The customer must treat the exhibition stand and its equipment with care during the leasing period. The customer is obliged to return the exhibition stand free of damage after the leasing period has expired. The customer must ensure that equipment from the exhibition stand is not removed from the stand during the leasing period.

All damage to the exhibition stand as well as the absence of stand components or equipment will be logged.

The customer must compensate for all damage resulting from the use of the exhibition stand and its equipment elements in violation of the contract or from the absence or loss of stand components and equipment.

Customers' objects left at the exhibition stand will be disposed of without replacement and at the customer's expense.

10. Exhibition- specific information

The customer is responsible for taking out any necessary exhibition goods- and transport insurance before and during the exhibition.

The costs of shipping his own goods, as well as personal travel, insurance and accommodation costs, are also to be borne by the customer.

11. General Data Protection Regulation (GDPR)

Compass Fairs GmbH has implemented the EU General Data Protection Regulation (GDPR) and complies with it.

For more information, please visit the website.

Compass Fairs GmbH is entitled to take photos of exhibition stands equipped with the customer's exhibits and to use the photos free of charge as reference objects for advertising purposes of Compass Fairs GmbH.

12. Final provisions

The contractual relationship between Compass Fairs GmbH and the customer shall be governed exclusively by German law, to the exclusion of those provisions of private international law (PIL) which refer to another legal system. The application of the UN Convention on Contracts for the International Sale of Goods to this contract is excluded.

Should individual provisions of these GTC or the contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to mutually replace an invalid provision with a legally valid provision by a separate agreement that comes closest to the economic meaning and purpose of the invalid provision. The above provision shall apply accordingly in the event of regulatory gaps.

The place of performance and place of jurisdiction for merchants, legal entities under public law or special funds under public law, for persons who do not have a general place of jurisdiction in Germany, as well as for persons who have moved their domicile or habitual residence abroad after the conclusion of the contract or whose domicile or habitual residence is not known at the time a lawsuit is filed, is the registered office of Compass Fairs GmbH.

The customer accepts the General terms and conditions of Compass Fairs GmbH by confirmation of the offer.