

  
WIESBADEN



Wiesbaden Congress &  
Marketing GmbH

# GENERAL TERMS AND CONDITIONS (GTC)

of Wiesbaden Congress & Marketing GmbH  
for Exhibitor Services

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# General Terms and Conditions of Wiesbaden Congress & Marketing GmbH for Exhibitor Services

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Please note: For reasons of better readability, the generic masculine form is used in the following. The personal designations used are gender-neutral and apply to all genders.

## §1 Scope

- 1.1. These General Terms and Conditions (GTC) of Wiesbaden Congress & Marketing GmbH (hereinafter referred to as "WICM") shall apply for the rental of stand construction services, furnishings, infrastructure services as well as other services on the premises of the RheinMain CongressCenter and the Kurhaus Wiesbaden. The Technical Guidelines and Safety Regulations which can be found on the website at [www.wiesbaden.de/avb](http://www.wiesbaden.de/avb) at the time of setting up the event shall apply in particular for mobile equipment and technology.
- 1.2. These GTC shall apply to natural persons (hereinafter referred to as "ordering party"), to persons acting in a commercial capacity, legal entities under private and public law as well as to special funds regulated by public law (hereinafter referred to as "ordering party"). These GTC shall also apply to companies for all future contractual relationships, including multi-year recurring contracts.
- 1.3. Any additional or contradicting contractual provisions of the customer (hereinafter referred to as "ordering party") shall not apply unless expressly approved in writing by WICM. Any agreements in the contract that deviate from these GTC shall have precedence over the respective provision regulation in these GTC.

## §2 Orders

- 2.1. Stand construction services, furnishings, infrastructure services and other services shall be ordered in the WICM online shop. A binding contract shall come into effect for orders in the online shop upon receipt of the WICM order confirmation. Exceptions to this rule shall be orders in the category "Suspended Objects (Rigging)" and "Water Installations". In this respect, only a request for proposal can be placed in the online shop, as WICM has to check the technical feasibility in each case. When an offer has been made by WICM, the binding order shall only come into effect when the ordering party has returned the signed offer to WICM within the return period specified in the offer. The requirement of the written form shall be deemed fulfilled if the offer is signed electronically (for example, scanned signature) or in accordance with the electronic form pursuant to § 126a BGB (German Civil Code).
- 2.2. The respective contact person shall receive an offer from WICM in the event of group purchase orders made by the organiser or by an agency commissioned by them, by the trade fair constructor or by a person authorised to do the same. The order shall only come into effect when the offer is returned to WICM within the return period specified in the offer. The requirement of the written form shall be deemed fulfilled if the offer is signed electronically (for example, scanned signature) or in accordance with the electronic form pursuant to § 126a BGB (German Civil Code).
- 2.3. Some orders for stand construction services, furnishings, infrastructure services as well as other services can be made at short notice on set-up day using follow-up order forms.

- a) A binding order with WICM shall only come into effect when the follow-up form has been fully completed and signed by the ordering party and submitted to WICM.
  - b) Orders submitted by third parties (trade fair constructors) on the follow-up form shall only be accepted and executed if they are legitimated by the exhibitor accordingly.
- 2.4. WICM shall have the right to levy a surcharge for the additional cost of expedited order processing for orders received after a specified time period. This time period can be found in the online shop. The following shall apply:
- a) For orders received by WICM more than 28 days before set-up begins, a late surcharge of 30% of the order price for the regular article price plus VAT shall be charged.
  - b) For orders received by WICM more than 14 days before set-up begins, a late surcharge of 40% of the order price for the regular article price plus VAT shall be charged.
  - c) For orders received by WICM on the day set-up begins, a late surcharge of 50% of the order price for the regular article price plus VAT shall be charged.
  - d) For orders for stand signage received by WICM on the day set-up begins, an express flat rate fee of EUR 135 plus VAT shall be charged in addition to the late surcharge mentioned in c) above.
  - e) Applicable to a) to c) above: the late surcharge shall be included in the article prices in the online shop and the follow-up form from the specified point in time.
- 2.5. WICM shall reserve the right to provide an equivalent replacement with the consent of the ordering party when items are out of stock. The ordering party shall be responsible for obtaining their own replacement if they refuse the replacement offered. They shall have no right to hold WICM liable in this context.

### **§ 3 Service Description**

- 3.1. WICM shall organise the provision of the ordered stand construction services, furnishings, infrastructure services and other services for the agreed period based on the order.
- 3.2. The scope of the stand construction services, furnishings and services shall be as indicated in the order confirmation.
- 3.3. The prices listed in the online shop are net prices. The legal VAT shall be added to the article price. The price includes set-up/de-rigging, assembly, dismantling, delivery and collection
- 3.4. Delivery shall be until 17:00 on the last set-up day at the latest
- 3.5. In order to execute the order for stand construction services, furnishings and infrastructure services, the ordering party shall provide a true to scale sketch of the stand layout, without which the order cannot be executed. This sketch of the stand layout can be uploaded in the online shop at the end of



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the order process. WICM shall not compare the order made and the sketch of the stand layout. The ordering party shall be solely responsible for errors in the order.

- 3.6. All items in connection with the stand construction services, furnishings and infrastructure services shall be rented out for the agreed time period and shall be treated as rental property by the customers with due care and consideration and returned or provided for collection in due manner by the end of the agreed rental period.
- 3.7. The rental object shall be collected as quickly as possible after the end of the event. The ordering party shall pay for the replacement, repair or cleaning of any missing, damaged or soiled rental object in addition to the agreed rental price. WICM shall have the right to choose the way in which a rental object is returned to its original state appropriate to said rental object.
- 3.8. Water installation
  - a) If the item "Additional articles – Connection end device (for water connection)" was ordered, the exhibitor's own end device shall be connected during the last day of set-up.
  - b) Water connections shall not be possible in exhibition rooms with parquet floors and carpets.
  - c) Blockages caused by emptying unsuitable material (paper, fat, paint, glue, coffee grounds etc.), which require cleaning work shall be paid for by the exhibitor company.
  - d) The water supply shall be cut off if water is discharged to parties other than the contractual partner. The connection charge shall also be paid when the supply is cut off.
  - e) Special price agreements shall be made for considerably difficult connections, outlet pipes that are missing or very difficult to access, or the use of wastewater lifting pumps and associated piping across the hall ceiling.
  - f) A sketch including the desired installation shall be added to the registration. If the desired stand supply points are not communicated, we shall choose the most convenient place. Any subsequent change shall incur additional cost.
  - g) Depending on how a stand has been placed by the organiser, it is possible that the pipe for water supply and discharge has to be laid through the booked stand area. The exhibitor shall be solely responsible for the cladding.
- 3.9. Electrical installation
  - a) For electrical connections, the voltage for a Schuko connection is 230V, and for a three-phase AC connection 400V
  - b) WICM shall assume no liability for potential power failures or voltage fluctuations and resulting damage or consequential loss.
  - c) There shall be no guarantee that the electrical connection can be set up at the desired point.



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### 3.10. IT – Internet – Telecommunications

- a) The configuration/installation of additional equipment, software brought in by the ordering party shall not be included in the scope of supply.
- b) The usable internet bandwidth shall depend on the volume of traffic in the internet and the speed of the servers providing services in the internet.
- c) A standby on-call service shall be available during the trade fair / exhibition opening hours under the telephone number +49 (0)611 1729-220
- d) Any questions regarding the hardware / software used, the service or performance of specific products used by WICM shall be communicated.
- e) Defective hardware shall be replaced as quickly as possible. WICM shall reserve the right to also provide similar but equivalent equipment in the event of repair.
- f) The ordering party shall be solely responsible for compliance with licensing regulations for software they bring with them even if the same was installed by WICM.
- g) The operation of own WLAN networks (for example, by mobile phone or brought routers etc.) shall be prohibited on the premises of the RheinMain CongressCenter
- h) Packaging material left with the ordering party shall be kept until collected.

## § 4 Invoicing

- 4.1. The invoice shall be paid within 14 days of receipt. WICM shall have the right to issue the invoices before the services are provided. The reverse charge procedure shall apply for foreign payments.
- 4.2. Only those prices in the online shop as well as in follow-up forms shall apply.
- 4.3. If an individual fully fitted stand is not ordered, no fees or payment shall be charged for the design as well as for one change to the design initiated by the ordering party. Every other change in planning initiated by the ordering party shall be charged to the ordering party based on the time worked in accordance with the current WICM hourly rate if no order is placed for the event, for which the offer was made.
- 4.4. On-site modifications due to change requests by the ordering party shall be charged based on material used and time worked in accordance with the current WICM hourly rate. There is a follow-up form on-site for this purpose, which shall be fully completed and signed by the ordering party.
- 4.5. Offsetting shall only be permissible with undisputed or legally established counterclaims.
- 4.6. Complaints regarding orders/deliveries that are not or only partly provided shall be received by WICM at the latest by the beginning of the first day of the event. If the ordered service is provided according

to the agreement on the first day of the event or on subsequent event days, the complaints shall be made at the latest on the day after the day on which they were provided. These complaints shall not be considered at a later date.

- 4.7. A processing fee of EUR 20 plus the legal VAT shall be charged for editing invoices due to a subsequent change of invoice recipient or address etc. for reasons that are not attributable to WICM. This fee shall be printed on the changed invoice.

## **§ 5 Cancellation by the Ordering Party**

- 5.1. The ordering party shall only be able to withdraw from a concluded binding order without incurring cost up to 6 weeks before set-up begins. Thereafter the ordering party shall be obliged to pay a cancellation fee relevant to the order value. The cancellation fee in such cases shall be the following percentage of the order value:
- 60% up to 2 weeks before set-up begins
  - 80% thereafter.
- 5.2. Cancellation shall be in writing and shall be received by WICM within the specified deadlines. If WICM suffered higher damage, they shall thus be entitled to present the relevant amount of the damage instead of the flat-rate compensation figure, and to demand reimbursement from the ordering party.

## **§ 6 Force Majeure**

- 6.1. Force majeure is any external occurrence significantly affecting the contractual relationship which, based on human insight and experience, is unforeseeable and cannot be prevented or neutralised by economically acceptable means, even with the utmost care that can be reasonably expected under the circumstances.
- 6.2. If an event cannot be held on the agreed date as a consequence of force majeure, both parties shall have the right to rescind the contract if agreement on an alternative date for the event is not reached.
- 6.3. The interruption or considerable restriction of the energy supply for the venue in particular due to interventions in the power supply grid and by higher public order that are outside the sphere of influence of WICM shall be deemed equivalent to cases of force majeure. The assertion of claims for any compensation and the reimbursement of expenses incurred shall be ruled out for both contractual parties in such cases.
- 6.4. If an event is cancelled or postponed by the organiser, WICM shall be reimbursed for any cost incurred up to that time

- 6.5. WICM shall not be held responsible for delivery problems attributable to force majeure, which make the delivery difficult or impossible, even for agreed dates and times

## **§ 7 Photographic or Other Images**

- 7.1. The ordering party agrees that WICM shall be permitted to take photographs or other pictures of fully fitted stands or parts thereof provided by WICM, free of charge, without restrictions and without further approval, for marketing purposes and as a reference. In the event that third parties have a right to the fully fitted stand or parts thereof, the ordering party shall ensure that such third parties shall grant their consent in accordance with this provision (see 10.5)

## **§ 8 Warranty**

- 8.1. The warranty shall be based on the provisions governing service contracts in the BGB (German Civil Code); for rental objects, the warranty shall be based on the rental contract regulations of the BGB (German Civil Code).
- 8.2. The ordering party can, in principle, first request remedy in the form of repair. The type and manner of appropriate repair shall be at the discretion of WICM. The ordering party can assert further claims, in particular claims for reduction or rescission of the contract if two attempts to rectify the same defect have failed.
- 8.3. The warranty shall not cover those defects that occur with the ordering party due to natural wear, damp, intense heat or improper handling or unsuitable storage. In the same way, the warranty shall not cover reasonable deviations in the shape, dimensions, colour and composition of the material.
- 8.4. The customer shall be obligated to inform WICM of defects immediately and to give them the opportunity to draw the relevant conclusions.
- 8.5. All warranty claims shall lapse if the notification of defects is delayed or reservations regarding known defects were not made when accepting the delivery (see 4.6).
- 8.6. The warranty claims shall also lapse if the ordering party makes changes or impedes the determination and remedy of defects or makes the same impossible, which is usually the case for notification of defects occurring or becoming evident during the event after the end of the same.

## **§ 9 Liability**

- 9.1. Liability regardless of culpability on the part of WICM for claims for damage for hidden defects in the rental objects (§ 536a (1), 1. Alternative BGB) at the time of concluding the contract shall be ruled out. The claim to a reduction in fees due to defects shall be unaffected by this if, when the defect and

the possibility of repairing the same become apparent, this defect or the intention to reduce the fees was communicated to WICM during the rental period.

- 9.2. WICM shall assume no liability for the loss of or damage to objects, equipment, installations or other items of value brought by the ordering party. A security company certified pursuant to § 34a GewO (Trade, Commerce and Industry Regulation Act) can be commissioned to guard at the expense of the ordering party via the online shop.
- 9.3. WICM shall be liable to pay compensation for damage to property and pecuniary loss that the ordering party suffers due to gross negligence or intentional violation of WICM's obligations or if WICM has expressly agreed to grant a guarantee for the services to be provided. Any further liability of WICM for compensation of damages, with the exception of liability for personal damage as well as in the case of a violation of essential contractual obligations (cardinal duties), shall be excluded. Cardinal duties or essential contractual obligations are those obligations, the fulfilment of which enable the proper execution of the contract, and compliance with which the contractual partner regularly relies or can rely on – that is, the essential contractual main obligations of a contract
- 9.4. If personal damage or the violation of cardinal duties are caused by WICM, WICM shall also be liable for the breach of duty due to ordinary negligence in accordance with the relevant provisions by way of derogation to 9.3 above. In the event of a violation of cardinal duties, the obligation to compensate damages on the part of WICM for cases of simple negligence shall, however, be limited to the foreseeable, contract-typical, direct average damages as per the type of agreement.
- 9.5. The limitation of liability in accordance with 9.3 and 9.4 above shall also apply to the advantage of the legal representatives and helpers of WICM.

## **§ 10 Property Rights and Rights of Use**

- 10.1. WICM shall retain all property rights and rights of use to the stand construction services and furnishings. The transfer of property rights and rights of use shall be excluded. The right to use the objects of the stand construction services and furnishings shall be granted non-exclusively to the ordering party and only, in accordance with the purpose of the contract, limited for the agreed time period.
- 10.2. Plans, designs, drawings, production and assembly documents, concept descriptions as well as descriptions of exhibition and event concepts etc. shall remain with all rights the property of WICM including when they have been given to the ordering party. They shall be given in trust to the ordering party pursuant to § 18 UWG (German Act Against Unfair Competition). The transfer of rights of use to those beyond the parties necessary to fulfill the contract, and regardless of whether special protection rights (e.g. copyrights) exist or not, shall require express written agreement. The ordering party shall commit to refrain from every other use in all forms, in particular the reproduction and distribution, passing on to third parties or the direct or indirect replication insofar as this is not required for the purpose of the contract



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- 10.3. It shall be assumed that the ordering party is in breach of the obligations under 10.2 above if they provide construction services or furnishings or have the same provided by third parties, which essentially match the plans and concepts of WICM. In such cases, it shall be incumbent on the ordering party to present evidence to the contrary.
- 10.4. Furthermore, WICM shall have the right to claim for damages in the event of a violation of the mentioned obligation under 10.1 and 10.2 above for the rental of service results, in particular in the event of replication. WICM shall reserve the right to prove that no damage or not to the extent stated occurred. WICM shall reserve the right to claim higher damages.
- 10.5. If materials or documents are given by the ordering party to WICM or third parties commissioned by WICM to produce the subject of the contract, the ordering party shall guarantee that the property rights of third parties are not violated in the production and delivery of work performed according to their documents. WICM shall not be obligated to verify that the information and documents provided by the ordering party for production and delivery are in violation of third party property rights. The ordering party shall commit to immediately indemnify WICM from any potential third party claims for damages and to pay for damages arising from any violation of property rights.

## **§ 11 Data Processing, Data Protection**

- 11.1. WICM shall rent out the stand construction services, furnishings and services designated in the order confirmation to the ordering party for the purpose of holding the trade fair and shall have services provided by WICM's own staff as well as commissioned service providers. To fulfil the contractually agreed business purposes, WICM shall process any personal data transmitted by the ordering party in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Bundesdatenschutzgesetz (German Federal Data Protection Act). The ordering party, for their part, shall be obligated to inform all affected persons, whose data are transmitted to WICM within the scope of planning and executing the stand construction services, furnishings and services, about the specific purposes set forth in 10.2 to 10.5 above.
- 11.2. WICM shall transmit to service providers for the exhibitor service the ordering party's and their authorised contact partners' personal data for providing their service insofar as this is required to execute the contract or is a legitimate interest of the organiser pursuant to Article 6 (1) (f) GDPR. In addition, WICM uses the ordering party's data for the mutual information and communication before, during and after an event as well as for their own event-related programmes
- 11.3. Personal data of the ordering party, their authorised contact partners and service providers can also be transmitted to the responsible offices/authorities, in particular to the police, fire brigade, public order office as well as the paramedics/ambulance service for the purpose of coordinating the respective safety concept for the event.

- 11.4. The operator processes and stores all personal data that they receive from the ordering party for as long as required to fulfill the contractual and statutory obligations. WICM generally deletes these data after 5 years in accordance with tax and commercial law provisions insofar as the business relationship is not continued.
- 11.5. Should an affected person object to the storage or management of their data or if their data have become incorrect, WICM shall organise the deletion or blocking of the data or take the necessary measures if requested to do so. For this purpose, the affected person can send an email to [info@wicm.de](mailto:info@wicm.de) at any time. Upon request, the affected person can receive information on all personal data that the operator has stored about them free of charge.

## **§ 12 Jurisdiction, Severability Clause**

- 12.1. Place of fulfilment for all claims arising from this contract shall be Wiesbaden. The laws of the Federal Republic of Germany shall apply.
- 12.2. If the ordering party is an entrepreneur or there is no general jurisdiction for them in the Federal Republic of Germany, Wiesbaden shall be agreed as jurisdiction for any disputes arising from or in connection with this contract.
- 12.3. Should individual clauses of these GTC be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected. In place of the ineffective provision, the statutory provision of the Bürgerliches Gesetzbuch (German Civil Code) shall apply.