

Terms and Conditions of Delivery and Payment

1. All orders shall only be accepted and carried out on account of the following Terms and Conditions of Delivery and Payment. The customer expressly acknowledges these terms and conditions to the full extent through placing an order.

Verbal and telephonic agreements need to be confirmed in writing, in order to justify an obligation for us. The customer's conditions of purchase shall only be legally binding on us whenever we have expressly consented to them in writing.

2. Dates of delivery that have been agreed in writing shall be met by us, insofar as no events of force majeure or other hindrances which are beyond our influence occur, e.g., delayed delivery of materials by the customer or a third party. In the event that such events occur, we shall be entitled at our discretion to withdraw entirely or partially from the contract or to demand a reasonable extension for the date of delivery.

The surrender of the project or stand has to take place latest on the day before exhibition / opening / implementing. Earlier dates for surrender don't justify any legal claims and may be postponed in special cases.

3. The despatch shall take place at customer's risk and on customer's account. An insurance policy to cover transport damage and losses shall only be arranged by us on the customer's explicit request and at his cost.

Costs for packing shall be charged separately.

4. If objects are transferred on a rental basis, then they shall be treated carefully by the hirer. He shall be liable for the objects that have been transferred on a rental basis, up to the amount of the remanufacturing costs or the value of new procurement: this applies even whenever the objects have been lost entirely or partially; it is irrelevant for this purpose whether the hirer or his employees is culpable.

As a basic principle we do not assume liability for customer exhibits.

5. The prices that are quoted by us are based on prices of materials and wage costs, which shall be binding for the period of 4 months from the date when the contract is signed. Increases in the prices of materials and wage costs that occur afterwards must be passed on to the customer in full.

6. Special work or the customer's altered requirements that are not contained in the original order shall be charged separately: this also applies to all-inclusive orders. If this work is done on Saturdays or at night, then we shall be entitled to a surcharge of 50 per cent – or 100 per cent if it is done on Sundays or public holidays – on the work prices that are stated in the quotation.

Discussions that are demanded by the customer shall be charged at a reasonable amount in addition to the pure cost of time, travel expenses, meals expenses and hotel expenses.

7. Designs and planning work shall be remunerated according to the HOAI (the German Official Scale of Fees for Architects and Engineers), irrespective of whether they are utilized or not.

8. The sum total of the order for trade-fair buildings and exhibition buildings shall become due for payment as follows, if nothing else has been agreed on expressly:

50 % when the order is placed,
50 % immediately on receipt of invoice,
purely net.

The closing invoice will be brought to account after the exhibition wise costs are available.

The customer shall be in default after receiving a demand note about the matter and he has to pay the banks customary interest plus all inclusive charges for the letter for the demand note, amounting each to € 25,00.

Bills of exchange won't be accepted. Cheques shall not be accepted in place of payment but only for the sake of payment anyway.

It is not permitted to deduct any discount.

9. Complaints about our work or services have to be made immediately in writing, or within 24 hours after receipt of the work or services at the latest. If complaints turn out to be justified, then we shall only be obligated to do remedial work. The customer shall only be entitled to reduce the remuneration or demand that the contract is cancelled, if the remedial work or a replacement delivery fails. A reduction or reimbursement for indirect damages is excluded.

The assertion of complaints about defects shall not entitle the customer to set-off or to assert a right of retention.

10. All deliveries and services shall remain our property until the customer has fulfilled all of the payment obligations arising from the current business relationship: namely, irrespective of whatever legal transaction they are based on. Payment shall not be deemed to have been made with this in mind, cheques, etc., that were given to us as payment have not been cleared. The buyer herewith assigns to us any debt claims against the purchase price which arise from resale or processing.

The customer is allowed to process goods – within the scope of ordinary business operations – in which we have reserved ownership, unless he is in default of payment or he suspends payment. In case of processing, it is agreed herewith that we shall have a share or co-ownership in the new object that has been created by the processing, which corresponds to the value of the conditional commodity in relation to the value of the other processed objects.

The customer is not allowed to pledge, mortgage or pawn the goods, nor to transfer them as security. Seizures of the conditional commodity shall be notified to us immediately, subject to enclosing a record of the seizure.

The customer is not entitled to transfer the goods to a third party for the sake of security, as long as our reservation of ownership exists.

The costs of any legal proceedings for intervention shall be charged to the customer.

If the delivered parts are resold by means of integrating an essential component or if they are resold by the buyer, then the buyer shall assign to us as security for our debt claim – amounting to the invoiced amount on which the delivery is based, including a premium of 20% as security – the claim to remuneration that accrues to him against a third party or arises from it, when the contract for sale (i.e., purchase contract) is signed or when the delivery is accepted at the latest.

The customer is obligated to disclose such business transactions at our request.

11. Proposals, texts, designs, drawings and models shall remain our property with all rights attached. The assignment of ownership and copyrights needs our written consent; likewise for replicas or reconstruction, also parts of it.

12. The place of performance¹ for the rights and duties of both contracting parties arising from legal transactions of any kind, as well as for payments in particular, is exclusively Wendingen am Neckar.

The application of the Federal Republic of Germany's law to business transactions with foreign customers applies as agreed.

Wendingen am Neckar is also the place of jurisdiction² for collection proceedings conducted by us: namely, even after the customer has contradicted the default summons.

13. If one of these provisions is invalid or if it is legally inoperative, then this shall not result in nullity of the entire contract nor of these Terms and Conditions of Delivery and Payment.

The contracting parties shall then be obligated to find an amicable provision which commercially approximates as closely as possible to the invalid or legally inoperative provision.

¹ domicilium executandi

² domicilium disputandi