

General Terms and Conditions

General Terms and Conditions S.O.B. Objektschutz GmbH

1. Upon handover, the Exhibitor must sign the Guard Forms, that are issued daily, to verify the complete and undamaged handover of the stand, as well as the objects that are in and on the stand.

The Contractor is only liable for the loss of objects, damage to items, people or the property of the Exhibitor in the event of gross negligence or malice, respectively the gross negligence or malice of the personnel employed by the Contractor.

The liability of the Contractor for losses caused by slight negligence (including the loss of objects), is limited to the level of cover provided by the statutory liability insurance of the Contractor.

Where the Exhibitor is a merchant, the Exhibitor must provide the Contractor with written notification of claims arising from the guarding activity within a period of one month after the end of the contractual relationship. Where the Exhibitor fails to comply with the deadline, any possible claims will lapse.

2. The Exhibitor only has offsetting rights against the Contractor, where his counterclaims have been legally determined, are undisputed or are acknowledged by the Contractor. The same applies for rights of retention, insofar as these are claimed by a merchant, a public law entity or a special public asset. Where the Exhibitor does not belong to these entities, the Exhibitor is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

3. Revocation/Notice

A revocation of the contract by the Exhibitor is not allowed, unless this has been caused by the gross negligence or malice of the Contractor, respectively the preconditions specified in Articles 325, 326 German Civil Code apply.

Where the Contractor permits exceptional revocation and the preconditions for the exceptions given in the previous paragraph do not apply, this is done solely subject to the condition, that the Exhibitor engages to pay either 50 % of the full fee (insofar as the revocation was less than four weeks prior to the start of the exhibition), respectively 80 % of the full fee (for revocation less than one week before the start of the exhibition). The Exhibitor reserves the right to demonstrate that the Contractor has not suffered any loss or only a slight loss.

4. The Contractor is only liable for losses that are caused by a deliberate and/or gross negligent infringement of the contractual obligations which the Contractor has taken over.

Where any equipment shall fail or there shall be operational malfunctions, the Contractor is only liable where these events can be shown to have been caused by the Contractor or its vicarious agents deliberately or through gross negligence.

Where no deliberate action has taken place, the Contractor is not liable to compensate the Exhibitor for a loss of profit or any other economic losses. Where the Contractor is not a merchant, a public law entity or a special public asset, this restriction on liability does not apply in the event of gross negligence. In any event, the liability of the Contractor is excluded where the extent and the amount of the losses cannot be foreseen.

Insofar as the liability of the Contractor is excluded or limited, this also applies for the personal liability of the salaried staff, labourers, workers, representatives and vicarious agents of the Contractor.

5. The place of fulfilment and jurisdiction (also for action on dishonoured cheques and bills) is Stuttgart for both parties, insofar as the exhibitor is a merchant, a public law entity or a special public asset or does not have any general place of jurisdiction within Germany. The Contractor however can also elect to initiate legal proceedings at the general place of jurisdiction of the Exhibitor.

6. Ancillary agreements are only legally binding, where written confirmation of these is or has been given by the Contractor.

7. These General Conditions of Business, respectively this contract remain valid, even if individual regulations thereof shall be found to be void. The pertinent regulation is to be replaced by one that comes closest to the originally intended commercial purpose.