

Full courtesy translation of our general terms and conditions – CFC Die Messebau-Agentur GmbH

1. Application of general terms and conditions

These general terms and conditions are the basis for all quotations, services and deliveries and are binding in any business relationship with us. They apply for any future business relationship in the then current form. Deviations must be agreed in writing.

2. Contractual agreement

Our quotations are made without obligation and are valid for 30 days, unless otherwise stated in the quotation. We reserve the right to amend agreed and stated prices when changes to material and/or economic markets result in prohibitive purchase values making the stated prices no longer feasible. In this case, the buyer has the right to cancel the order for any items subject to price increase within 7 days. All orders and purchases are confirmed by our written confirmation. All retrospective changes made at the instigation of the buyer will be charged. Changes are not permissible to orders for goods or services which are already in manufacture or execution.

3. Payment

Unless otherwise agreed, our payment claims will be made as follows: 1/3 of the total value upon issue of our order confirmation, 1/3 of the total value at planning progress, 1/3 of the total value at delivery or completion, at the latest 14 days after rendering of invoice. The offsetting of open counterclaims is not permissible. Should the buyer be in payment arrears, we reserve the right to impose interest on arrears at a value of 2% above the then current rate of the German Federal Bank (Deutsche Bundesbank) or to withdraw from the contract or to apply for compensation.

4. Intellectual property

All designs, drawings and data files that we create, develop or generate remain our property and we retain the copyright thereof. Partial or total duplication or copying, or provision to third parties is only permissible with our previous written approval.

5. Printed medium

Commissioned designs, layouts, specimen pages, specimen prints, samples and other similar preparations will be invoiced to the buyer. The buyer has the responsibility to assess the contractual appropriateness of the initial and intermediate products supplied for emendation or proofreading. The risk of error is transferred to the buyer through the approval for printing, unless the error is produced by technical faults in the production process. This also applies to any further approvals by the buyer for repeat production. Slight deviations in all colour printing processes are possible and cannot be rejected by the buyer.

6. Technical equipment

The buyer is obligated to adequately insure rented equipment from the time of transfer until the time of orderly return. During the rental period, the buyer is liable for damages caused by inappropriate handling of the rented item. Should any equipment error that is not directly caused by the buyer occur during the rental period, we will rectify the error by measures of our choice as quickly as possible. Unavoidable delays in the correction of errors caused by circumstances out of our control, such as access to the venue area only after the daily closure of the event, or delivery lead times, are to be accepted by the buyer. If the buyer withdraws from the contract, we will apply a lump-sum charge for damages equivalent to 30% of the contract value. If the withdrawal is less than 4 weeks before the contracted event, 50% will be applied, less than 2 weeks before the contracted event 75% and less than 1 week before the contracted event 100% of the contracted value of the positions concerned as stated in the order confirmation.

7. Delivery lead times and due dates

Delivery lead times refer to the point of time of delivery and begin with the date of our order confirmation. Force majeure releases us from the obligation to fulfil the contract for the period of restriction caused by the force majeure event.

8. Warranty and liability

We commit to supply the material in the nature and quantity described in the order confirmation in a technically perfect condition for the duration of the event, and to complete installation works in due time before the start of the event. Should a material or service be defective, or if warranted characteristics are missing, we reserve the right to supply a replacement or to correct the defect within a reasonable time using a method of our choice to the exclusion of any warranty by the buyer. Obvious defects must be reported to us immediately. Minor customary or technical deviations in quality, colour, surface finish or similar are to be accepted without the issue of a complaint notice. We reserve the right to invoice costs caused by an unjustified notice of defect back to the buyer. The liability for defects does not include normal wear and tear, damages caused by negligent or incorrect use following the transfer of risk, excessive stress or workload, or other causes outside of our control. The rights of the buyer are governed by general law, unless specific agreements to the contrary have been made.

9. Liability of the buyer

The buyer is liable for any damage caused to material that we supply, the liability starting with the point of handover to the buyer through us or through our commissioned subcontractor prior to the start of the event. The liability ends with the return by the buyer of the material to us or to our commissioned subcontractor after the close of the event.

10. Termination

Termination of the contract through the buyer can be made only with our written agreement. In this case, we reserve the right to charge for appropriate damages and for compensation for services already rendered. The buyer retains the right to prove that a lower level of damage was incurred.

11. Place of jurisdiction

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship with us is Braunschweig, Germany. The German language version of our general terms and conditions ("allgemeine Geschäftsbedingungen") is binding.

12. Partial invalidity

Should a provision of these general terms and conditions, or a provision of other agreements made prove to be wholly or partly void, this shall not affect the validity of the remaining provisions or agreements.