

**GENERAL TERMS AND CONDITIONS  
OF MESSEZENTRUM SALZBURG GMBH (MZS), FN 67914z**

These General Terms and Conditions shall apply to the participation of the Exhibitor in the event/fair designated in the application (hereinafter jointly referred to as "Fair").

**Registration/Registration Confirmation**

1. The Exhibitor's registration is a legally binding offer to which the Exhibitor is bound for 60 days from receipt of the registration by MZS.
2. The contract for participation is concluded by MZS sending the confirmation of registration. Unless otherwise specified in the registration confirmation, the prices announced for the event shall apply. The prices do not include VAT plus 1 % legal transaction fee.
3. The registration form specifies the stand area and stand form requested by the Exhibitor. MZS will provide the desired stand area and stand form if possible. MZS can change the position and form of the stand area, the size of the area up to +/- 20 %. The position, the stand form and the size of the stand area will be conclusively specified in the registration confirmation or stand confirmation sent by MZS to the Exhibitor. If the Exhibitor does not object to the registration confirmation or stand confirmation in writing within 8 days of receipt, the contract shall be deemed to have been concluded under the terms of the registration confirmation or stand confirmation.

**Prices/Payment**

4. The prices listed on the registration form or in the registration confirmation or stand confirmation shall apply for participation and the provision of the stand space. The Exhibitor may order additional services in accordance with the offer in the service folder and under the conditions specified therein. Contracts for ancillary services are concluded upon confirmation of the order by MZS.
5. Payments are due at the times stated on the invoice; in case of lack of any indication on the invoice, the amount resulting from the invoice is to be paid in such a way that it is received by MZS at least 4 weeks before the usage begins.

6. After the end of the fair, MZS will - unless otherwise agreed with regard to the ancillary costs - send the invoice for the ancillary costs and the invoice/invoices for other services used by the Exhibitor. Invoices are due for payment immediately after (also electronic) sending.
7. A down-payment may be charged for ancillary services ordered by the Exhibitor, which is due for payment upon receipt of the down-payment invoice.

### **Handover/Return**

8. The stand area shall be handed over to the Exhibitor on the construction day specified in the application form, or, if not specified in the application form, on the construction day specified in the general announcement of the fair. The Exhibitor may only use the stand area and - provided that this does not cause unreasonable hindrance to other exhibitors - the traffic areas surrounding the stand area for the purposes of construction.  
The Exhibitor shall dispose of any waste produced during the construction of his stand himself or - if applicable - via the waste disposal system provided by MZS against payment of the corresponding disposal fees.
9. After the end of the fair, at the latest by the end of the dismantling period, the Exhibitor must hand over the stand area to MZS properly cleared and cleaned. Point 8 shall apply mutatis mutandis to any waste produced in the process.

### **Use of the Rented Area by the Exhibitor, Obligations of the Exhibitor**

10. The Exhibitor shall use the stand space for the purpose of presenting the goods/products/services specified in the application. The change/extension of the goods/products/services ranges require the consent of MZS. Upon request of MZS the Exhibitor shall present a list of products/services which can be used by MZS to inform fair visitors. The complete or partial transfer of stand space or the exhibition stand to third parties is not permitted, neither against payment nor free of charge. A separate application via an application form and the express consent of MZS is required for the admission of co-exhibitors. If the consent is not obtained, MZS is entitled to increase the agreed price by 25%.
11. The Exhibitor shall comply with the relevant legal provisions when presenting and selling his

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products. The presentation may not exceed the limits of morality and may only be carried out in such a way that it does not disturb the fair operations and the other exhibitors (music, noise, odours).

No advertising or agitation for political parties, objectives or religious associations may be carried out at the stand.

- 12.** Entries in the list of exhibitors are made on the basis of the information provided by the Exhibitor in the registration.

If a catalogue is published by MZS for the event and/or an exhibitor database is set up on the internet, the Exhibitor may arrange for advertising against reimbursement of costs.

- 13.** The exhibitor shall name a person before the start of the fair who will be present in the exhibition centre during the set-up times, on fair days one hour before the start of the fair until the end of the fair and during the dismantling times and who can be contacted by MZS via mobile phone. This person is authorised to make binding decisions for the Exhibitor and to receive declarations from MZS. If such a person has not been named, any person employed by the Exhibitor at the exhibition stand shall be deemed to be authorised to make and receive declarations.

- 14.** The Exhibitor is obliged to staff and operate his stand during the opening hours of the fair for the presentation of the agreed goods/products/service. In the event that the Exhibitor violates the above-mentioned operating obligation, he shall be obliged to pay a contractual penalty of one tenth of the stand price for each commenced hour of the violation of the operating obligation, however a minimum of € 1,000 per commenced hour of the violation of the operating obligation.

- 15.** The Exhibitor is obliged for himself and his staff (in particular employees, suppliers and those employed in the construction, dismantling or operation of the stand) to comply with the applicable

- House rules
- Technical guidelines

available at [www.messezentrum-salzburg.at/agb](http://www.messezentrum-salzburg.at/agb) . The Exhibitor is obliged to review these regulations again 8 days before the start of stand construction so that the Exhibitor and his staff are informed of the current status of these regulations.

- 16.** The Exhibitor shall construct his stand himself or have it set up by entrepreneurs employed by him. Other work, in particular connections for water, electricity etc. and services which are important for the course of the event or safety or which require familiarity with the facilities of the exhibition centre (e.g. transport from the unloading point to the rented stand area, cleaning

services and security outside the opening hours of the fair) may only be carried out by service partners authorised by MZS. A list of authorised service partners can be obtained on request from the responsible project team at the Exhibition Centre.

17. Motor vehicles must not be driven in the Halls. Transportation, unloading and transfer of equipment and other items of equipment that have been received may only be carried out in accordance with the instructions of MZS staff on duty. If transport services using machines (e.g. forklifts, cranes, vehicles) are required, these may only be carried out (from the unloading location to the stand area) by authorised service partners.
18. Loading gates must not be opened by the Exhibitor; opening and closing of loading gates shall be carried out exclusively by MZS personnel on duty.
19. It is not permitted to spend the night on the premises of the Exhibition Centre, to set up or use tents or caravans on the premises of the Exhibition Centre.
20. In case the Exhibitor violates the regulations concerning the use of the stand space, MZS shall be entitled to prevent further use of the stand by taking measures (e.g. discontinuing the power/water supply or obstructing the surrounding traffic areas).

### **Parking Spaces/Traffic Areas**

21. It is not permitted to park vehicles anywhere other than the designated parking spaces.  
The parking spaces marked as such are managed by MZS. The use of the parking spaces by the Exhibitor and his staff shall be based on the provisions applicable to the use of parking spaces.  
The parking of trucks, trailers, mobile homes, etc. in the designated visitor parking areas is only permitted with the prior approval of MZS.  
In the event of parking vehicles for the purposes of loading and unloading, the instructions of MZS personnel or companies authorised by MZS must be followed. MZS is entitled to move vehicles parked in security zones (e.g. fire brigade zones) marked as such to other locations at the expense of the Exhibitor (regardless of whether the vehicles are the Exhibitor's vehicles or those of his staff) and to release them only after payment of the towing costs and the flat-rate handling charges of € 100.
22. If parking tickets have been provided to the Exhibitor, these entitle the Exhibitor to park one car per parking ticket in the designated parking spaces in accordance with the provisions applicable

to the use of parking spaces and subject to availability. If a specific parking space is to be provided exclusively for the use of the Exhibitor, this requires a separate written agreement.

- 23.** The use of the traffic areas is subject to the provisions of the Road Traffic Act, a maximum speed of 15 km/h must be observed. In the area of Hall 4 and Hall 5, motor vehicles may not be driven after 10 pm.
- 24.** MZS does not guard parked vehicles. MZS shall not be liable for damages suffered by the Exhibitor and his staff due to the use of the traffic areas as a result of the condition of the traffic areas or due to the behaviour of other road users. MZS is only liable for the omission of traffic safety obligations in case of intent.

### **Postal Delivery**

- 25.** If the Exhibitor wishes to receive mail/parcels from delivery services, he may specify the delivery address as follows:

..... (Exhibitor)

p.A. Messezentrum Salzburg GmbH

Rezeption Halle 1, 1. Stock

Am Messezentrum 1

5020 Salzburg

MZS will accept the consignment on behalf of the Exhibitor after prior information. MZS is not liable for punctual and correct delivery to the Exhibitor.

### **Cancellation**

- 26.** The Exhibitor may cancel a registration confirmed by MZS in accordance with Section 3 in writing, either in full or in part in case of a space reduction. In case of cancellation (in whole or in part) the following cancellation fees must be paid:
- if the cancellation is received up to 8 weeks before the event/fair  
80% of the assessment basis
  - if the cancellation is received less than 8 weeks prior to the event/fair  
100% of the assessment basis

The assessment basis for the cancellation fee is the total price plus VAT at the statutory rate specified in the confirmation of registration for participation and the provision of the stand space. Any orders (e.g. from service partners), if they can no longer be cancelled free of charge, will be invoiced.

### **Liability of MZS**

27. It is the responsibility of the Exhibitor to protect the items he has brought with him against removal or damage. MZS shall not be liable for loss or damage by visitors or other exhibitors and their people to the items brought in by the Exhibitor. MZS is also not liable for financial losses of the Exhibitor and personal injuries to the Exhibitor and his people caused by the behaviour of other Exhibitors or their people or by service providers (such as cleaning companies) commissioned by MZS.
28. MZS shall only be liable for all damages of any kind incurred by the Exhibitor due to the conduct of MZS or its employees if MZS or its employees have acted intentionally.

### **Public Safety Obligation of the Exhibitor**

29. The Exhibitor shall comply with the public safety obligations for the stand area made available to him and the stand constructed on it. He is also obliged to ensure that his conduct or the conduct of his people does not endanger persons using the general areas of the exhibition centre.
30. Objects which could pose a risk - whether for the purpose of constructing the stand or for use during the exhibition - must be reported to MZS prior to being brought into the exhibition. MZS may prohibit the use of such objects.
31. The Exhibitor shall indemnify and hold MZS harmless in the event that claims are asserted against MZS by third parties as a result of violations by the Exhibitor or his employees of the Exhibitor's public safety obligations.

### **Liability of the Exhibitor**

32. The Exhibitor shall be liable to MZS for all damages caused by the Exhibitor or his staff to the facilities of the exhibition centre and for all damages caused to MZS by culpable behaviour of

the Exhibitor or his staff. Should a third party (e.g. fair visitors/other exhibitors) make a claim against MZS due to damage caused by the Exhibitor or his people, the Exhibitor is obliged to indemnify and hold MZS harmless.

- 33.** The Exhibitor must have a valid liability insurance policy covering the damages mentioned in Sections 29 - 32 with an insurance sum of at least €10 million for each damage to property and personal injury per damage event. The Exhibitor must prove the existence of such insurance upon request of MZS.

### **Data Protection**

- 34.** The data protection policy, available at [www.messezentrum-salzburg.at/datenschutz](http://www.messezentrum-salzburg.at/datenschutz), shall apply to the storage and processing of data stored based on the business relationship between MZS and the Exhibitor.

### **Withdrawal**

- 35.** MZS is entitled to withdraw from the contract for important reasons, important reasons are in particular:
- a) if the Exhibitor has not paid due fees despite reminders and a grace period
  - b) if insolvency proceedings have been initiated against the Exhibitor's assets or if there are justified concerns that the Exhibitor will not meet his payment obligations and the Exhibitor has not provided an appropriate security (deposit of funds or bank guarantee) required by MZS within the period set by MZS;
  - c) If MZS has decided not to hold the fair for important reasons or for reasons within the sphere of MZS.

In the cases referred to under a) and b), the Exhibitor is obliged to pay 100% of the total fee.

In the case of lit. c), MZS will reimburse the advance payments made by the Exhibitor; the Exhibitor's claims for compensation due to cancellation of the fair are excluded.

- 36.** MZS may change the date of start and the duration of the fair. MZS will inform the Exhibitor in writing. In this case, the Exhibitor may withdraw from the contract within 10 days of receipt of the notification. In this case, MZS will refund the advance payment made by the Exhibitor; any further claims of the Exhibitor against MZS shall be excluded.

### **General**

- 37.** The legal relationship between the Exhibitor and MZS shall be governed exclusively by Austrian law.
- 38.** In the event of default of payment by the Exhibitor, MZS's claims shall be subject to interest at the rate resulting from Art. 456 of the Austrian Commercial Code (UGB); the Exhibitor shall also be obliged to reimburse € 120 in reminder fees per reminder.
- 39.** If exhibitors are several persons, they shall be jointly and severally liable for the performance of the contract.
- 40.** Declarations to be made by MZS to the Exhibitor on the basis of the contractual relationship shall be deemed to have been effectively received if they have been made in writing (also by email) to the Exhibitor - in the case of multiple Exhibitors to one Exhibitor - or have been made to the local authorised representative and then confirmed in writing.
- 41.** Declarations made by the Exhibitor to MZS must be in writing to be legally effective; email is also sufficient. If the Exhibitor are multiple persons, the legal validity of legal declarations requires a declaration by all exhibitors.  
The person named as contact person in the registration form and the persons named in section 13 are deemed to be entitled to order additional services (see section 4). Such orders need not be done in writing.
- 42.** The Exhibitor may only set off claims of MZS against counterclaims that are not opposed by an objection of MZS.
- 43.** Any claims of the Exhibitor against MZS must be asserted in writing within 6 months after the end of the exhibition, otherwise they shall be forfeited; claims of the Exhibitor against MZS expire within one year after the end of the exhibition.
- 44.** The legal transaction fee arising from the contract shall be borne by the Exhibitor.
- 45.** Should individual provisions of these General Terms and Conditions or of the contract that is concluded be invalid, the validity of the remaining provisions shall not be affected. The ineffective provisions shall be replaced by provisions which are economically close to the content of the ineffective provision.

Messezentrum Salzburg GmbH  
as of 22 October 2020