



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

Status Quo 09th May 2018

1. Registration, price:

Registration occurs by sending the fully completed and properly signed registration form to MZS as a legally binding and irrevocable offer. By submitting the registration, the Lessee acknowledges the full content of these GTC. Any deletions, additions and changes on the registration form and in the GTC will not be valid. The contract comes into force upon the registration confirmation being sent by MZS. The valid lease prices apply for the duration of the event. The lease prices are quoted without taxes and levies. MZS reserves the right to change the start date and the duration of the event without the Lessee being able to assert any claims whatsoever as a result thereof.

2. Lease object:

The desired lease object is specified by the Lessee in the registration and subsequently confirmed in the registration confirmation (dimensions, position). MZS endeavours to provide the lease object in accordance with the requirements that the Lessee specifies in the registration. MZS reserves the right to deviate from the specified position, kind of stand and area dimensions by up to 20 %. Deviations within the specified scope shall not entitle the Lessee to withdraw from the contract. The Lessee will be billed for each square metre that is actually provided, with each square metre started counting as a full square metre.

MZS is not obliged to accept a registration. MZS alone shall decide on the admission of Lessees (acceptance of the registration) as well as on the specific space allocation.

The Lessee expressly agrees to be bound by the usual exhibition regulations. MZS can demand that the Lessee provides a list of goods to be exhibited, whereby only the goods contained in the list may be exhibited. The Lessee is obliged to exhibit these goods in full during the entire duration of the exhibition; premature closure or premature disassembly of the exhibition stand is not permitted. A breach of this obligation will be subjected to compensation and the MZS has the right to adopt measures at the cost of the exhibitor that there will be no interferences in the appearance of the show.

3. Billing, payment:

The Lessee will receive an invoice together with the registration confirmation, which must be paid in full (without deductions) to MZS's account at least four weeks before the start of the exhibition. Any additional invoices issued are payable immediately upon receipt. The timely payment of the invoices and all other fees, as well as the settlement of any previous receivables, are required before the allocated stand can be handed over. In the case of a delay in payment, Art. 1333 ABGB (Austrian Civil Code) and Art. 352 UGB (Austrian Enterprise Code) shall apply.

4. Withdrawal of the registration:

If, for any reason whatsoever, the registration is withdrawn or cancelled by the Lessee, the Lessee shall pay the following cancellation fees to MZS:

- up to eight weeks before the start of the exhibition, 50 % of the agreed lease fee
- within eight weeks of the start of the exhibition, 100 % of the agreed lease fee

plus any costs, taxes, fees and incidentals in each case.

This cancellation fee is payable as lump-sum compensation, regardless of culpability and under explicit exclusion of the courts' right of abatement. The agreed cancellation fee is payable irrespective of whether a replacement lease agreement is concluded. MZS expressly reserves the right to pursue compensation above the agreed cancellation fees.

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5. Withdrawal from the contract:

MZS is entitled to withdraw from the contract with immediate effect if

- a) the Lessee fails to fulfil its payment obligations on time, or
- b) insolvency proceedings of any kind have been filed or initiated against the Lessee in the meantime, or
- c) the Lessee fails to adhere to the agreements made in the contract, to official regulations or to the legal guidelines, or if another important reason exists for which the Lessee is responsible.

In such instances, the Lessee shall owe MZS a contractual penalty to the amount of the cancellation fee under item 4 of these GTC, regardless of culpability and under explicit exclusion of the courts' right of abatement.

6. Liability and compensation:

- 6.1. MZS assumes no liability whatsoever for the theft of, or damage to, objects brought onto the event premises by the exhibitor or third parties and, furthermore, is not obliged to take out any insurance. In addition, MZS assumes no liability of any kind for objects brought onto the event premises or sold by the Lessee.
- 6.2. The Lessee is solely responsible for exercising a duty of care and other safety requirements relating to the lease object and, in this respect, agrees to indemnify MZS in full against any damages or claims.
- 6.3. The Lessee is liable towards MZS for any damage to objects or people, which is caused by the Lessee, its employees, its contractual partners, or its exhibits and facilities. The exhibition stand and all exhibits shall be stored by the Lessee itself at its own risk. MZS assumes no liability for financial losses, impairment of health or any other damage whatsoever that the Lessee itself, its employees or third parties incur in connection with the preparation, execution and performance of the exhibition.
- 6.4. MZS will only be liable for damage that it or its people cause intentionally. The Lessee may not derive any claims whatsoever against MZS for actions or failure to act by other lessees, their employees or contractual partners. The Lessee shall notify any faults immediately in writing and shall give MZS the opportunity to remove the fault, otherwise the claim will be deemed lapsed. Any claims of the Lessee must be notified to MZS immediately, otherwise such claims will be deemed lapsed or forfeited. MZS assumes no liability whatsoever for any errors in the official exhibition catalogue and other print material for the exhibition (printing errors, etc.).
- 6.5. The Lessee is solely responsible for the safety of the circulation areas inside its leased premises (stand). In this respect, the Lessee is advised to take out liability insurance, which may be done as part of a framework agreement held by MZS.

7. Technical guidelines:

The corresponding technical guidelines of MZS, in their up-to-date version from August 2015, are an integral component of the contract and can be viewed at www.messezentrum-salzburg.at. The Lessee is obliged to observe and adhere to these technical guidelines in full, and these technical guidelines are an integral component of this agreement.

For safety reasons, only service partners that have been contracted by MZS may carry out work on electricity and water supply installations on the entire exhibition grounds. The same applies for transportation, cleaning and security outside of official exhibition opening hours. A list of service partners will be provided on demand.

In any case, the Lessee is prohibited to open loading bays itself; this may only be done by MZS staff or by security staff.

If the Lessee fails to adhere to these technical guidelines and requirements, it shall be liable for all damage arising therefrom, especially any damage to buildings.

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8. Catalogue, Internet:

If an official catalogue is published for the fair/exhibition, and a database of exhibitors is set up on the Internet, entries will be subject to a charge. These will be created exclusively by MZS or service partners contracted by MZS. The terms and conditions are outlined in the registration documentation, the registration confirmation and/or the service guidelines of MZS.

9. Postal deliveries (letters, parcels):

In principle, mail to the Lessee must always be delivered to the traders/exhibitors and their employees in the area of the leased stand. Especially during setup and dismantling periods, this form of delivery may not be possible under certain circumstances. In such case, MZS offers (only) its lessees the possibility to have mail delivered to reception (Hall 1, 1st floor, management). However, MZS assumes no liability for the collected/received mail items.

10. Data Protection:

- 10.1. The company Messezentrum Salzburg GmbH obtains, stores and uses the personal data provided to it in the context of the contractual relationship, for the purpose of fulfilling the contract concluded; where applicable, it passes this information on to contractually authorised third parties, provided that such third parties are involved in provision of the services forming the subject matter of contract implementation.
- 10.2. Provided that it has a justified interest in doing so, Messezentrum Salzburg GmbH can use the contact data provided, even after conclusion of the contract, for direct marketing purposes, if the services offered by Messezentrum Salzburg GmbH correspond to the contractual partner's portfolio, and can also do so to inform the latter about events of the same nature.
- 10.3. If you no longer wish to receive written information from Messezentrum Salzburg GmbH, you can at any time withdraw your consent to use of personal data provided – for this purpose, please send your written notification to: datenschutz@messezentrum-salzburg.at
Our general Data Protection Declaration applies. At any time, you can read this and more extensive data-protection-related information, on our website: <https://www.messezentrum-salzburg.at/de/datenschutz/>

11. General provisions:

- 11.1. Amendments, additions and supplements must be made in writing; likewise, any waiver of this written form requirement must also be made in writing.
- 11.2. The Lessee expressly agrees to adhere strictly to these GTC, all information, conditions, rules and legal regulations contained in the service folder, as well as the applicable legal provisions and official event regulations. Furthermore, the Lessee is obliged to adhere to all fire protection regulations, trade law regulations, local police regulations, as well as the house rules and any measures stipulated by representatives of official bodies, and must perform these without delay at its own expense. Non-adherence to and/or breaches of this provision shall entitle MZS to close the allocated stand immediately at the Lessee's expense. Instructions and orders from MZS and its agents must be followed at all times, which applies in particular to the car park belonging to the exhibition grounds.
- 11.3. This contract is subject exclusively to Austrian law.
- 11.4. The place of jurisdiction and performance for both contracted parties is Salzburg.
- 11.5. Should individual provisions that form part of the contractual agreements be invalid, this shall not affect the remaining provisions.

Messezentrum Salzburg GmbH
Status Quo: 05/2018

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