



# General Terms of Business

## Clause 1 Purpose of the General Terms of Business

1. The purpose of these General Terms of Business is to lay down the terms of contract for contracts between Messe München GmbH, Messagelände, 81823 München, Germany, hereinafter referred to as "MMG," and the trade visitor to the trade fair inhorgenta europe, hereinafter referred to as "Contracting Party," on his/her participation in the inhorgenta europe Community Programme.
2. Upon application for participation in the inhorgenta europe Community Programme, the Contracting Party accepts MMG's General Terms of Business.
3. The General Terms of Business shall apply in the version in force. MMG reserves the right to amend or supplement the General Terms of Business at any time. MMG shall notify the Contracting Party of any amendments once a year. If the Contracting Party does not object to the amendments in writing within four weeks of receiving MMG's notification of the same, the amendments shall be deemed accepted.
4. If the Contracting Party uses his/her own General Terms of Business and these deviate in content from MMG's General Terms of Business, only MMG's General Terms of Business shall apply.

## Clause 2 Persons Entitled to Participate

Only persons who are not consumers as defined in Clause 13 of the German Civil Code (BGB) and who can be admitted as trade visitors to inhorgenta europe are entitled to take part in the inhorgenta europe Community Programme.

## Clause 3 Conclusion of Contract

1. Each person wishing to take part in the inhorgenta europe Community Programme declares his/her wish to participate by completing and signing the form and then submitting it to MMG. The application can be made by Internet, fax or post.
2. Upon sending off his/her application, each Contracting Party makes a binding offer. The contract between MMG and the Contracting Party on participation in the inhorgenta europe Community Programme comes into effect when MMG has confirmed in writing the applicant's admission to the inhorgenta europe Community Programme.
3. Applicants do not have a right to take part in the inhorgenta europe Community Programme.
4. If MMG receives the application before November 15th of the year, the participation fee to be paid for the first year is due for the ongoing year. If the application is received after November 15th, the annual participation fee is due for the following year.

## Clause 4 Services Provided by MMG

1. The Contracting Party will receive the inhorgenta europe GoldCard from MMG when MMG has received payment of the annual participation fee.
2. The Contracting Party can make use of other special services, the current range of which is published at [www.inhorgenta.com](http://www.inhorgenta.com).

## Clause 5 inhorgenta europe GoldCard

1. The inhorgenta europe GoldCard gives the Contracting Party admission, as often as he/she wishes, to the event inhorgenta europe for the duration of the contract, provided that the Contracting Party has paid the participation fee due for the year concerned.
2. The inhorgenta europe GoldCard remains MMG's property. The inhorgenta europe GoldCard is issued exclusively for the Contracting Party and cannot be transferred. Passing on the inhorgenta europe GoldCard to third parties is prohibited.
3. The inhorgenta europe GoldCard is valid only in conjunction with an official identification card with a photograph.
4. The Contracting Party undertakes to inform MMG immediately if the inhorgenta europe GoldCard is lost or stolen. MMG levies a non-recurring charge of EUR 25 incl. VAT for issuing a new inhorgenta europe GoldCard.
5. MMG reserves the right to replace the inhorgenta europe GoldCard at its own risk and expense at any time.

## Clause 6 The Contracting Party's Obligations

1. The Contracting Party undertakes to pay the annual participation fee. The participation fee for the first year falls due upon conclusion of the contract. The participation fee is indicated on the application form. The Contracting Party shall pay by credit card the amount indicated on the application form. MMG accepts the following credit cards: Visa, AmericanExpress and MasterCard/EuroCard. Alternatively, the Contracting Party can authorise MMG to collect the amount due by direct debit or can send a crossed cheque for the amount due. In all cases, the contract is fulfilled only when the amount has been credited to MMG's account.

2. The annual participation fee for the following years must be paid by December 15th of the previous year. If the Contracting Party previously paid by credit card, MMG will ask the Contracting Party to pay by credit card again. If MMG has the Contracting Party's authorisation to collect the amount due by direct debit, MMG will inform him/her that the participation fee is to be collected. In both cases, the contract is fulfilled only when the amount has been credited to MMG's account. If the Contracting Party withdraws his/her authorisation for MMG to collect the amount due by direct debit, MMG will ask the Contracting Party to pay the participation fee. If the Contracting Party does not do so, the inhorgenta europe GoldCard will be blocked for the following events. The participation fee is indicated on the request for payment or the information on the collection of the amount due by direct debit.
3. The Contracting Party undertakes to inform MMG immediately of any change of name, address and company.

## Clause 7 Duration of the Contract, Termination

1. The contract begins when MMG's written confirmation is sent and is valid for an indefinite period.
2. The contract can be terminated by both contracting parties with a period of notice of three months before the end of the year.
3. The right to give exceptional notice for an important reason remains unaffected. An important reason exists for both contracting parties if MMG does not hold one of the events in question for any reason whatsoever. An important reason exists for MMG in particular if
  - a) the Contracting Party does not fulfil his/her obligation to pay the annual participation fee in time;
  - b) the Contracting Party gives the inhorgenta europe GoldCard to a third party in contravention of Clause 5 No. 2;
  - c) the Contracting Party loses his/her entitlement to participate in the inhorgenta europe Community Programme as defined in Clause 2.
4. In the case of termination, the inhorgenta europe GoldCard loses its validity as soon as the contract ends. The Contracting Party undertakes to return the inhorgenta europe GoldCard to MMG immediately. MMG will block the inhorgenta europe GoldCard so that it cannot be used to gain admission to the events after the contract has ended. At the same time, the Contracting Party is no longer entitled to make use of the other special services.
5. In the case of exceptional notice by MMG, MMG will not reimburse the annual participation fee that has already been paid by the Contracting Party.
6. Notice to terminate the contract must be given in writing.

## Clause 8 Liability

MMG is liable for damage caused intentionally or by gross negligence. In the case of negligence, MMG is liable only for the infringement of important contractual obligations, in particular for the main services to be rendered under the contract. In the case of negligence, MMG is not liable for consequential damage; otherwise liability is limited to ten times the annual participation fee. In the case of data losses, MMG is liable only in as far as the Contracting Party can prove that data were secured at least once a day. These limitations to liability do not apply to damage to body, life or health.

## Clause 9 Other Provisions

1. Should one or several provisions of this contract become invalid in whole or in part, the contract will otherwise remain effective. Invalid provisions will be replaced by such provisions as come closest to the aim pursued by the parties.
2. Only the law of the Federal Republic of Germany shall apply; international uniform law shall be excluded.
3. If the contracting parties are business people, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts, Munich is the place of performance for all litigations arising from the contract. The same shall apply if, after conclusion of the contract, the Contracting Party moves his/her place of residence or customary place of abode from the Federal Republic of Germany or his/her personal whereabouts are not known at the time of bringing an action. MMG is also entitled to bring an action against the Contracting Party at the court which has jurisdiction for the Contracting Party. Munich is the place of performance for all obligations arising from this contract.