

General Terms and Condition of Business (GTC) in the version of 03/2020



NEUREUTER FAIR MEDIA GmbH

1. General

(1) "NEUREUTER FAIR MEDIA" is a trade name and brand of the NEUREUTER FAIR MEDIA GmbH.

(2) The following General Terms and Conditions of Business (GTC) apply for all services provided by NEUREUTER FAIR MEDIA GmbH. Deviating general terms and conditions of business of the customer shall not apply. They will likewise not become an integral part of the contract even if NEUREUTER FAIR MEDIA GmbH does not explicitly reject their application or if the customer declares his desire to conclude the contract solely subject to his general terms and conditions of business.

2. Services, conclusion of contract, reservation of service

(1) NEUREUTER FAIR MEDIA GmbH offers the publication of advertisements and/or entries (communication, contact and company data) of an advertising party in exhibition media. This includes in particular, but not exclusively, publication in a printed product (exhibition catalogue), inclusion of the advertisement or entry in an online exhibitor database as well as the publication of entries and advertisements in the Internet (online forms of advertising) and in the visitor information system of the respective exhibition company.

(2) The contractual relation between NEUREUTER FAIR MEDIA GmbH and the customer shall come about upon ordering by the customer and acceptance by NEUREUTER FAIR MEDIA GmbH, which can be either explicitly or tacitly through provision of the agreed service. In the event of the ordering of an advertisement, the contract shall not come about until such time as NEUREUTER FAIR MEDIA GmbH issues written confirmation of the order.

(3) NEUREUTER FAIR MEDIA GmbH reserves the right to refuse acceptance of the customer order. This shall apply in particular if the customer is in arrears with obligations from other existing or earlier contractual relations with NEUREUTER FAIR MEDIA GmbH or if the content of the advertisement or entry ordered violates laws, official regulations or good morals, or if publication thereof is unreasonable for NEUREUTER FAIR MEDIA GmbH.

3. Advertising deadline, obligations of the customer, proof copy

(1) Orders for the publication of advertisements or entries must be received by the deadline advised by NEUREUTER FAIR MEDIA GmbH.

(2) If customer logos are to be published with a graphic design, these must be submitted – likewise by the deadline – as scaleable vector files (300 dpi) in *.eps or *.ai format in the CMYK colour spectrum (without special colours). If types are used for presentation of the logo, these must either be embedded or converted into paths. Advertisements must be supplied as PDF in accordance with the PDF-X/3 standard and exclusively with CMYK images. If logos and/or advertisements are submitted in other file formats, NEUREUTER FAIR MEDIA GmbH shall assume no guarantee for correct printing presentation.

(3) In his order, the customer must use the nomenclature prescribed by the respective exhibition location concerned when describing his goods and services.

(4) Prior to publication, NEUREUTER FAIR MEDIA GmbH will provide the customer with a proof copy of his advertisement and/or entry. Complaints concerning the proof copy can only be taken into consideration if asserted immediately, at the latest, however, by the advertising deadline. By sending a printer's proof, NEUREUTER FAIR MEDIA GmbH confirms the client's desired corrections. NEUREUTER FAIR MEDIA GmbH reserves the right to charge an additional processing fee of EUR 25,- starting with the second set of submitted corrections. This rule does not apply if a correction has not been properly adapted by the NEUREUTER FAIR MEDIA GmbH or if additional products are booked and an entirely new printer's proof is required.

(5) Advertisements not marked as advertisements as a result of their editorial design will be marked as such by NEUREUTER FAIR MEDIA GmbH using the word "advertisement".

4. Scope of performance/payment terms

(1) The scope of the services to be provided by NEUREUTER FAIR MEDIA GmbH and the corresponding prices can be seen from the information in the respective customer order (order form).

(2) The remuneration for the publication of entries and online forms of advertising is due and payable without deduction upon invoicing following processing of the order and/or publication. The remuneration for the publication of advertisements is due and payable upon invoicing following publication.

(3) Interest on overdue payments shall be payable in the event of default by the debtor at a level as per Section 288 BGB (German Civil Code).

(4) According to tax legislation, NEUREUTER FAIR MEDIA may not issue or address invoices for services that have been or will be rendered by NEUREUTER FAIR MEDIA to any party other than the contracting partner. Should the exhibitor wish to have an invoice re-issued (i. e. due to a change of the name, legal form, or address or if the exhibitor's value-added tax was missing due to belated notification of the VAT-ID number etc.), the exhibitor is bound to pay NEUREUTER FAIR MEDIA a fee of EUR 20 plus VAT for each invoice amendment unless the data included in the original invoice in respect of the name, legal form, or address of the exhibitor was incorrect and NEUREUTER FAIR MEDIA was responsible for the incorrect data.

(5) We are not obligated to accept checks as payment. For the submission of foreign checks, a fee of up to EUR 25 plus VAT will be incurred according to expenditure. All bank charges and transaction fees are to be paid for by the customer.

(6) The contracting party may not resign its claims from business relations. Retention of payment due to pending delivery of services from other orders is not possible.

5. Cancellation

(1) If an exhibitor cancels his order or participation after the registration and preparation of his given information in the booked media or if the needed information is not sent in time we will charge him with the following cancellation fees:

- 50% of the order value on cancellation before publication

- 100% of the order value on cancellation after publication.

The customer shall retain the right to provide evidence that a lower fee is reasonable in the concrete case.

(2) If the event is cancelled, a refund is not possible.

6. Availability, force majeure

(1) The obligation of NEUREUTER FAIR MEDIA GmbH to provide the agreed services shall be limited by the availability of any advance performances from third parties. NEUREUTER FAIR MEDIA GmbH shall inform the customer if it becomes aware of non-availability. Claims for damages by the customer are excluded, unless NEUREUTER FAIR MEDIA GmbH is guilty of gross negligence or intentional conduct. In other respects, the provisions of point 8 of these General Terms and Conditions of Business shall apply.

(2) If NEUREUTER FAIR MEDIA GmbH is unable to provide services as a result of force majeure, NEUREUTER FAIR MEDIA GmbH shall be released from the obligation to perform. For the purpose of these General Terms and Conditions of Business force majeure also includes hindrance of performance as a result of war, civil disorder, strike and lockout, terrorist attacks, or outbreak of an epidemic or pandemic. This shall also apply in cases of force majeure in companies required to provide the advance performances as defined in paragraph 1.

7. Notification of defects

Obvious defects must be asserted within a period of 30 days from publication of the advertisement and/or entry. Thereafter, the advertisement and/or entry shall apply as approved.

8. Liability of the customer

NEUREUTER FAIR MEDIA GmbH is not obliged to check advertisements and/or entries for their legal admissibility or in terms of whether their content, their design or formulation infringe rights of third parties. This is the sole responsibility of the customer. As such, the customer shall indemnify NEUREUTER FAIR MEDIA GmbH against all claims of third parties and undertakes to reimburse all costs resulting from such claims.

9. Liability of NEUREUTER FAIR MEDIA GmbH

(1) Liability of NEUREUTER FAIR MEDIA GmbH is limited to intentional conduct and gross negligence unless a fundamental contractual obligation is violated culpably. This shall apply for all damage irrespective of the legal grounds and including from tortious act.

(2) In the event of culpable violation of a fundamental contractual obligation, the liability of NEUREUTER FAIR MEDIA GmbH shall be limited to such damage as could typically arise and which would be reasonably foreseeable for NEUREUTER FAIR MEDIA GmbH at the time of conclusion of the contract, unless the violation of the fundamental contractual obligation is the result of gross negligence or intentional conduct.

(3) Over and above this, liability for economic loss is limited to the respective order value.

(4) The above limitations of liability do not apply for damage from injury to life, limb or health. Liability of NEUREUTER FAIR MEDIA GmbH under the provisions of the Product Liability Act or other mandatory statutory provisions shall likewise remain unaffected.

10. Offsetting, right of withholding

(1) The customer is not entitled to offset own claims against claims of NEUREUTER FAIR MEDIA GmbH for services provided, unless the counterclaims are undisputed or have been determined as legally valid.

(2) The customer is likewise only entitled to assert a right of withholding or a right to refuse performance in cases of counterclaims that are undisputed or have been determined as legally valid.

11. Involvement of third parties in the contractual relation

NEUREUTER FAIR MEDIA GmbH is entitled to appoint third-party companies for fulfilment of the obligations assumed under the present contract. This shall not result in the creation of any contractual relation between the customer and the third-party company. The customer is only entitled to transfer the rights and obligations from the present contract to third parties with the prior, written consent of NEUREUTER FAIR MEDIA GmbH.

12. Place of jurisdiction, concluding provisions

(1) Place of jurisdiction and place of performance for all disputes arising from and in connection with the contractual relation between NEUREUTER FAIR MEDIA GmbH and the customer is Essen provided the customer is a businessman. The same place of jurisdiction shall apply if the customer has no general place of jurisdiction in Germany, moves his registered office, place of residence or place of habitual abode out of Germany following conclusion of the contract, or if his registered office, place of residence or place of habitual abode is not known at the time of the filing of legal action. In addition, NEUREUTER FAIR MEDIA GmbH is also entitled to take legal action against the customer at the Court responsible for his registered office.

(2) All legal relations between NEUREUTER FAIR MEDIA GmbH and the customer shall be governed exclusively by the law of the Federal Republic of Germany authoritative for legal relations between parties in Germany.

(3) Should a provision of these General Terms and Conditions of Business be or become invalid, the validity of the other provisions shall remain unaffected. In such cases, the parties undertake to make a new agreement which corresponds as closely as possible to the invalid ruling.

13. Electronic Invoice Forwarding

(1) NEUREUTER FAIR MEDIA GmbH is at liberty to send an invoice for their services per post or electronically per email or fax. The services provider approves the electronic delivery of invoices.

(2) The invoice is, upon receipt, due for payment without deductions, independent of the publication of the print media or other documentation. When paying by means of direct debit authorization, the payment withdrawal will take place three days after billing. Chargebacks will be charged with a processing fee of € 15.00. NEUREUTER FAIR MEDIA GmbH explicitly reserves the right to demand advance payment. In the event of late or deferred payment, interest will be charged at 8 % above the current base interest rate with processing fees. The request for payment will be charged with an additional € 5.00. Payments must be made solely to one of the bank accounts of NEUREUTER FAIR MEDIA GmbH specified on the invoice, stating customer and reference number.