

## **General Terms and Conditions for Media Services (GTC-MS)**

### **1. General**

The General Terms and Conditions for Media Services (GTC-MS) outlined below apply to the relationship between Leipziger Messe GmbH (Contractor) and the client. No other General Terms and Conditions of the client shall be applicable in this context. Moreover, they shall not become part of a contract if the Contractor does not expressly object to their validity or if the client states that he wishes to conclude a contract solely at his General Terms and Conditions.

### **2. Services, conclusion of contract, reservation of performance**

- (1) The Contractor offers the publication of advertisements and/or on-line advertising banners in trade fair media. This includes in particular the publication in printed matter (visitor information) as well as the publication of an on-line banner in e-mail newsletters (on-line advertising form).
- (2) The relationship between the Contractor and client shall be established with the client's placement of an order and acceptance of the same by the Contractor, whereby acceptance may be stated explicitly or implicitly through the provision of the agreed service. In the event of an order for an advertisement, the contract shall only be established once the order has been confirmed in writing by the Contractor.
- (3) The Contractor reserves the right to refuse acceptance of the client's order. This applies in particular if the client is in default of obligations from other existing or earlier contractual relationships with the Contractor, or if the contents of the requested advertisement or entry are in breach of laws, official provisions or moral standards, and the Contractor cannot be reasonably expected to publish such material.

### **3. Submission deadlines, client's obligations, proofs**

- (1) Orders for the publication of advertisements or entries must be submitted by the deadline communicated by the Contractor.
- (2) With respect to the publication of the client's advertisements, they must be submitted as PDF files pursuant to the PDF-X/3 standard solely with CMYK images. On-line banners must be delivered as gif or jpg files, with a maximum file size of 30 KB. The Contractor does not assume any guarantee for the correct print or digital display of advertisements that are submitted in other file formats.
- (3) The Contractor will send the client a proof of the advertisement prior to publication. Objections to the proof can only be considered if submitted immediately, or submitted no later than the submission deadline.
- (4) The Contractor will attach the word "Ad" to those advertisements that are not identified as such by virtue of their editorial design.

### **4. Scope of services / Payment terms**

- (1) The scope of services to be provided by the Contractor, along with the applicable prices, is set out in the details of the respective client order (purchase order for advertising material and media offers).
- (2) Payments for the publication of advertisements and on-line banners shall be due for payment upon issuance of the invoice after publication.

- (3) Default interest in the amount set out in sec. 288 BGB (German Civil Code) will be applied during the default period. In addition, an administrative fee of EUR 5.00 will be charged for each reminder letter. The assertion of additional damages is hereby reserved.

## **5. Force majeure**

In the event the Contractor is not able to provide services due to force majeure events, he shall be released from the obligation to provide services. Force majeure in the aforementioned sense also includes the inability to provide services due to war, internal unrest, strikes and lock-outs.

## **6. Reporting of defects**

Obvious defects must be reported within 30 days of the publication of the advertisement and/or on-line banner. After that period, the advertisement and/or on-line banner shall be deemed accepted.

## **7. Client liability**

The Contractor is not required to check advertisements and/or entries for legal compliance, or whether their contents, formatting or design breach third-party rights. This is the sole responsibility of the client. In this context, the client indemnifies the Contractor against all third-party claims and commits to reimburse him for all costs incurred as a result.

## **8. Contractor's liability**

- (1) The Contractor's liability is limited to intentional and grossly negligent action, except in the case of a culpable breach of a material contract obligation. This applies to all damages, regardless of the legal reason, including damages from unauthorised action.
- (2) In the case of a culpable breach of a material contract obligation, the Contractor's liability shall be limited to those damages that typically occur and which the Contractor could reasonably foresee at the time the contract was concluded, insofar as the breach of a material contract obligation was not due to grossly negligent or intentional action.
- (3) Moreover, liability for financial damages shall be limited to the respective value of the order.
- (4) The aforementioned liability restrictions do not apply in the case of injury to life, body or health. The Contractor's liability pursuant to the provisions of the product liability law or other obligatory statutory provisions shall also not be affected.

## **9. Offsets, withholding right**

- (1) The client shall not be entitled to offset his own claims against the Contractor's claims based on services that have been provided, unless the counter claims are not disputed or have been legally established.
- (2) Similarly, the client shall only be entitled to assert a withholding right or the right to refuse performance based on undisputed or legally established counter claims.

## **10. Addition of third parties to the contractual relationship**

The Contractor is hereby authorised to commission third parties to assume the obligations pursuant to this contract. This shall not establish a contractual relationship between the client and the third-party company. The client shall only be authorised to transfer the rights and obligations from this contract to third parties with the Contractor's prior written approval.

## **11. Place of jurisdiction, final provisions**

- (1) If the client is a merchant, Leipzig shall be the place of jurisdiction and fulfilment for all disputes from and in connection with the contractual relationship between the Contractor and the client. The same place of jurisdiction shall apply if the client does not have a general place of jurisdiction in Germany, moves his domicile or residence or usual place of residence out of Germany after the contract has been concluded, or if his domicile, residence or usual place of residence is not known at the time the suit is filed. In addition, the Contractor shall also be entitled to file suit against the client at the court with jurisdiction over the client's domicile.
- (2) The substantive law of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods, shall apply exclusively to all legal relations between the Contractor and the client.
- (3) Insofar as a provision in these Terms and Conditions is found to be invalid, it shall not affect the remaining provisions. In this case, the parties commit to arrange a new provision that most closely corresponds with the invalid provision.

Leipziger Messe GmbH  
Leipzig, April 2013