

General Terms & Conditions

for Advertising Orders in Publications and Digital media (Status August 2020)

General

An "advertising order" in the sense of the General Terms & Conditions is a contract for the publishing of one or more advertisements, editorial profiles, product news, inserts, hyperlinks, video clips or image galleries of an advertiser in a printed publication and the corresponding digital media of the printed publication (e.g., online magazine, e-magazine/e-Paper, web page, blog, newsletter, social media etc.) for the purpose of distribution. By issuing an order for an advertisement, the Client recognises the General Terms & Conditions of Business of Messe Frankfurt Medien und Service GmbH (hereinafter referred to as MFS). These Terms & Conditions shall apply exclusively. Terms and conditions issued by the Client which conflict with or differ from these Terms & Conditions shall not be recognised, unless MFS has explicitly agreed thereto in writing.

1. Order

- (1) In the case of publications which appear exclusively as trade-fair publications for specific events, the Client must be registered as an exhibitor at the event in question. An advertising order by sector-equivalent non-exhibitors will only be accepted following prior agreement by the event organiser. An advertising order for non-exhibitors outside the sector will require special permission by MFS.
- (2) No guarantee can be given for the inclusion of advertising orders in specific positions in the printed publication/digital media unless it has been expressly agreed that the advertisement shall appear in specific locations of the printed publication/digital media. Placement orders can only be accepted if they are possible in terms of production.
- (3) No contract will be concluded between the Client and MFS until the Client receives the written confirmation of the order from MFS. Subsequent verbal agreements and changes to the order will only become legally binding after express confirmation by MFS.
- (4) In the case of publications which appear exclusively as trade-fair publications for specific events, only goods for show at the event concerned may be submitted for advertising orders in the printed publication/digital media.
- (5) Information on prices is not allowed in advertising orders for the printed publication/digital media.

2. Data the Client must provide

- (1) All documents to be supplied by the Client for handling the advertising order (e.g. advertisement data, texts, logos, pictures, video files or other data) must be received at MFS by the closing date for submissions stated in the respective rate card. Should the Client fail to supply the necessary documents by the due date, MFS shall no longer have a duty to fulfil the contract, providing it has set a reasonable extra period of grace, and providing said period of grace has expired without result. MFS, after controlling the data material, will immediately request replacement delivery if the printing image carrier was noticeably damaged or appears to be unsuitable. MFS guarantees the usual printing quality for the medium under contract within the scope of existing possibilities and depending on the quality of the printing image carriers. Without any proofs, MFS cannot guarantee the correct result of the colours.
- (2) Following fulfilment of the advertising order, documents supplied to MFS will only be returned should the Client explicitly so request, and at the Client's expense.
- (3) The Client must inform MFS in good time and in writing of any changes to the original advertising order or to data materials already submitted, in order to ensure that technical support is still possible. The Client must pay the additional expense incurred by MFS through such changes.
- (4) Proof sheets will only be supplied for advertising orders designed by MFS and only if the Client explicitly so requests. They will not be submitted if the Client has supplied print-ready data without any request for changes, or if he retains the wording in his advertisement unchanged from the previous edition. Should the Client fail to issue written approval by the deadline, permission to print/publish shall be deemed to have been given.
- (5) The Client shall bear responsibility for the accuracy, completeness and legal admissibility of all statements made and all data supplied to MFS. Data belonging to Third Parties may only be used with their agreement, and the Client will be deemed to have obtained such agreement when issuing the advertising order to MFS. Should any rights of third parties, particularly copyrights, trademarks or competition rights, be infringed by executing his advertising order, the Client shall bear sole liability. This also applies to rights to internet domains and to the contents and design of home-pages websites and videos supplied. In this context, the Client indemnifies MFS against all claims by third parties due to such infringement. This indemnity also includes reimbursing costs MFS may incur through prosecution/legal defense. The Client will also compensate for any related damages incurred by MFS.
- (6) Existing MFS requirements are decisive for all advertising orders. Even in the case of orders to the contrary, only the data specified by MFS as valid can be accepted.

3. Discontinuation of additional services due to infringement

- (1) If MFS is informed of any possible infringement in the Client's information or materials (data) – and thus the Client's appearance in the printed publication or digital media – MFS will fulfill its verification obligations. If, following legal examination of the factual and legal situation, MFS concludes that there has been an infringement, it can suspend all relevant advertising orders and block the Client in the digital media concerned. This shall not provide grounds for a price reduction or reimbursement of costs; claims for damages are excluded. The same shall apply if MFS learns of any infringement in the Client's data through a court decision.
- (2) If a court subsequently concludes differently from MFS as part of its verification obligation, or if a court decision on an infringement by the Client is overturned by a later court decision, the Client is likewise not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFS.

4. Messages from users

- (1) The Client hereby agrees to receive e-mail inquiries from users via the digital media. MFS is not responsible for data, information, or content used by users and in this context excludes any liability.

5. Withdrawal

- (1) If the Client cancels or scales down advertising orders that have already been placed or fails to comply with MFS's technical format specifications for the data to be submitted, MFS shall be entitled, without further proof of loss, to demand a cancellation fee of up to 50% of the order sum as follows:
 - Cancellation or scaling down of advertising orders up to 10 days prior to the closing date for advertisements specified in the applicable media data: free of charge
 - Cancellations or scaling down less than 10 days prior to the advertising deadline specified in the applicable media data: 25 % of the order amount

- Cancellation or scaling down of advertising orders after the advertising deadline specified in the applicable media data: 50 % of the order sum
- Failure to comply with the technical specifications after the official printing deadline specified in the media data: 50% of the order amount.

The client shall be allowed to show that no loss whatsoever was caused or that the amount of the loss was considerably less than the cancellation fee.

- (2) MFS reserves the right to withdraw from the Contract if – according to the best judgment of MFS – the data submitted by the Client for the advertising order infringes laws, official regulations or public decency, if publication is unacceptable for MFS, co-operation publishing houses or Messe Frankfurt or if the Client is in default of a payment due for previous or ongoing orders. Should reasonable doubt exist as to the Client's ability to pay, MFS shall be entitled, even within the term of an advertisement order, to make the publication of further advertisements dependent upon full payment in advance as well upon the settlement in full of all outstanding invoices, irrespective of any payment period originally agreed.
- (3) MFS may also withdraw from the Contract if the data submitted by the Client include references to products or services which are in competition with the services offered by the Messe Frankfurt Group or co-operation publishing houses.
- (4) MFS also has the right to cancel insert, bookmarks and video clip orders in the printed publication/digital data if it cannot approve the order after receiving a sample of the insert/bookmark or the video file. This also applies to inserts whose format or layout give readers the impression that they are part of the printed publication, or contain third-party advertisements.
- (5) The Client will be informed immediately if an order is cancelled.

6. Force Majeure

- (1) Both contracting parties shall be released from the contractual obligation insofar as the service is not possible as a result of force majeure or similar events or cannot be reasonably expected in view of the totality of circumstances. Force majeure denotes an external, unforeseeable event for which no operational connection can be demonstrated, and which could not have been prevented, even with the highest level of care that could reasonably be expected. A case of force majeure exists, in particular, in the event of natural disasters (e.g. earthquakes), war, terrorist attacks, epidemics, pandemics, travel restrictions, administrative orders and bans/prohibitions, embargoes, raw material shortages, and lack of transport options. A similar circumstance is every event that is outside of the controllable sphere of influence of the parties and is also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective party cannot be held responsible.
- (2) If the service cannot be provided due to force majeure or similar events, then each party shall be responsible for its own costs incurred up to this point. Claims for damages by the parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events. MFS will reimburse the contract partner amounts already paid to MFS.

7. Prices and payment conditions

- (1) The relevant prices can be found in the official rate card of each printed publication and corresponding digital media supplied by MFS or the co-operation publishing house. Costs for production of print copy or other data material are not included in the advertisement price and the Client will be invoiced for them separately.
- (2) Prices exclude VAT.
- (3) Invoices are due, net, immediately after invoicing. MFS expressly reserves the right to prepayment. Payments can only be made to one of the MFS accounts specified on the invoice, stating the invoice number and customer number. There are no discounts for early payments. Complaints about invoices must be asserted in writing within a preclusion period of 14 days after receipt.
- (4) The Client must provide the information required for invoicing, such as the recipient of the service, billing address, VAT ID, order number etc., when placing the order. If missing or incorrect information necessitates changes, MFS will charge the Client a processing fee of EUR 50.
- (5) On request MFS will send a sample copy to the Client. Depending on type and scope of the advertising order, clipped advertisements, whole pages or total issues will be delivered. If a sample copy is no longer available, MFS will replace it by legally binding declaration confirming the publishing and distribution of the advertisement.
- (6) The Client may only offset undisputed claims or legally binding claims against MFS. This also applies to commercial transactions. The Client is only entitled to the right of retention, according to Sec. 273 of the Civil Code (BGB) to the extent that the counterclaim arises from the same contractual relationship. Sections 273, 320 BGB, and 369 of the Commercial Code (HGB) do not apply to business dealings with merchants.

8. Warranty

- (1) Obvious defects must be reported to MFS in writing within 30 days of publication, or immediately after publication for fully qualified merchants. Notifications of defects received thereafter will not be considered by MFS; the advertising order is then considered approved.
- (2) If the publications ordered have not appeared in the printed publication in full or in part, or have appeared in a modified form (that is, different from the data submitted by the Client), the Client has no right to supplementary performance, and in particular no right to a reprint, or to the insertion or dispatch of errata. For fee-based publications in the print media, the Client is entitled to a reduction in the invoice total.
- (3) If complaints in digital media are justified, the Client can request supplementary performance from MFS, to the exclusion of other claims. In cases of delayed, omitted or, failed supplementary performance, the Client can withdraw from the Contract or demand a reduction.

9. Liability

- (1) MFS is not liable for damages caused by ordinary negligence, unless there is an infringement of essential contractual obligations whose fulfillment is necessary to achieve the objectives in the Contract (violation of cardinal obligations).
- (2) If cardinal obligations are violated due to ordinary negligence, MFS is only liable for damages that were reasonably foreseeable when the Contract was concluded and which are typical of this type of contract. In this case, MFS is not liable for indirect consequential damages.
- (3) Liability for MFS is limited to the amount payable for the order in question.
- (4) The above limitations of liability do not apply if claims have been asserted based on an injury to life, body or health, if the liability is mandatory according to the Product Liability Act (ProdHaftG), if it is a matter of a written guarantee or in the case of fraudulent concealment of a fault, as well as in the case of intent and gross negligence.
- (5) Postponement of the publication date of the relevant printed publication does not entitle the Client to claims for damages.

10. Limitation

Claims by the Client due to defects or compensation are limited to one year from the start of the statutory limitation period. This does not apply to the limitation of claims pursuant to Section 9 (4).

11. Advertising agencies

Advertising agencies are only paid an agency fee for conventional printed advertisements and third-party supplements in print media.

12. Place of performance and place of jurisdiction, German Law

- (1) The Contracting Parties expressly agree that as far as merchants, legal persons under public law, or special funds under public law are concerned, Frankfurt am Main is the place of performance and place of jurisdiction for all claims or legal disputes arising from this Contract. The same applies if one Contracting Party has no general place of jurisdiction in Germany.
- (2) Alternatively, the special place of jurisdiction for the place of performance, as defined in Sec. 29 of the Code of Civil Procedure (ZPO), is agreed, which results from the nature of the contractual obligation.
- (3) Frankfurt am Main as the place of jurisdiction also applies to contested enforcement proceedings. As soon as the enforcement proceedings become part of the legal dispute and the competent law court of the debtor's general place of jurisdiction assumes the case, application is to be made for transfer to the competent law court in Frankfurt am Main.
- (4) In addition, each Party shall be entitled to sue the other at its residence or place of business.
- (5) If any provision in these General Terms and Conditions should be ineffective, this will not affect the validity of the remaining provisions. The Contracting Parties agree to replace the ineffective provisions with effective provisions that correspond to the economic purpose of the ineffective provisions.
- (6) For the interpretation of the General Terms and Conditions and all other conditions, the German text and German Law shall prevail.

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Privacy Statement

Messe Frankfurt Medien und Service GmbH processes your data specified above for processing the order. We do not pass on your details to third parties, or transmit data to recipients in third countries or to international organisation without your consent.

You have the right to revoke your consent at any time with effect for the future. To do so or if you have any questions, please email us at privacy@messefrankfurt.com or write to the following surface mail address:

Messe Frankfurt Medien und Service GmbH, Ludwig-Erhard-Anlage 1, 60327 Frankfurt am Main, Germany.

Further information according to article 13 GDPR please find under [messefrankfurt.com/Privacy Policy](https://messefrankfurt.com/Privacy-Policy).