

I. area of application

1. Our offers, services and deliveries are exclusively subject to these terms and conditions. The terms are equally applicable to all pending and future transactions with us, even if they are not expressly agreed again. Subsidiarity to these terms and conditions apply the general German carrier conditions (ADSp).
2. Business conditions of the customer which conflict with our conditions, are hereby expressly rejected.

II. offer and conclusion of contract

1. Our offers are without obligation, unless they are expressly designated as binding.
2. Any agreements or additions to the contract before and upon conclusion need only be made in writing; the same applies to amendments of our terms and conditions.

III. payment

1. It is to be paid free of charge within 10 days after date of invoice without any discount and exempt from charges for us. After this period the customer is in default. During the delay the debt at the rate of 8 % is to pay over the base rate. We reserve the right to the evidence and a higher assertion damage for delay.
2. Cheques are only accepted on account of performance, they are only valid as payment after it cashed. A payment by exchange is excluded.
3. An unknown buyer can only be delivered after payment.
4. The customer is entitled to compensation only if the counter-claims have been legally established or are undisputed.
5. Counterclaims that are not based on a lack of performance, no not authorise the purchaser to withhold the agreed payments, unless they have been established or are not disputed.
6. If the financial circumstances of the client are significantly deteriorating and our claims are endangered, or such a situation is being known belated, we are entitled to change the payment accordingly or withdraw from the contract.

IV. delivery

1. Delivery times are only binding for us if they are expressly and unequivocally agreed as such in writing.
2. The binding delivery time is extended by the period in which we are prevented from the order fulfilment without fault. We cannot accept particular disabilities by force majeure or other incidents out of our control, that complicate the delivery or make it impossible as strikes, lockouts, official orders, etc. Even if they occur at our suppliers or subcontractors. We will inform our customer immediately when such delivery problems occur.
3. If the hindrance lasts longer than 3 months, the customer is – after a reasonable, written deadline – entitled to withdraw from the contract, provided that this is not yet fulfilled.
4. The customer's attributable rescission basically refers to the not yet fulfilled part of the contract. Only if the already partial services are without interest for the customer, is he entitled to withdraw from all contracts.
5. For delays in delivery that need to be represented by us we are liable in accordance with paragraph VIII.
6. We are entitled to commercially available long or short deliveries. Likewise, we may make commercial partial deliveries.
7. Construction and design modifications, color changes and changes in the delivery by the manufacturer are being reserved during the delivery period, as long as these changes or discrepancies are reasonable for the client while taking into account our interests. If we or the manufacturer uses numbers or signs to describe an order or the ordered subject, no rights can be derived from it alone.

V. passing of risk

The risk passes to the customer as soon as the consignment has been handed over by us to the person performing the transport or has left our warehouse for the purpose of dispatch. If the shipment becomes impossible without our fault, the risk goes to the customer in the moment of the message of our readiness for shipment. If the client collects the goods, the risk is transferred to him upon notification of the provision.

VI. disposal/transfer

1. The acceptance must be made formally and immediately after their completion. The purchaser agrees to participate at the acceptance date or to be represented by a duly authorized representative. It is expressly recognized that an acceptance date until 18:00 before the date of exhibition start or an hour before the event is not unreasonable.
2. If the customer has taken the effort or a part of the effort in use, without prior formal acceptance, the acceptance is effective with the use of action.
3. Any pending smaller partial services or the elimination of defects are being rescheduled or eliminated as soon as possible. If they do not essentially impair the function of the object of agreement they are not entitled to refuse acceptance. Withholdings of payment are only partially admissible.
4. If the installation of the stand is not agreed to a specific exhibition date and the purchaser does not accept the effort of the contractor despite completion, the contractor may rescind the contract or claim compensation for non-performance. As compensation for non-fulfillment the contractor may request 40% of the contract value. In case of rental or lease it is 60%. The buyer is free to prove that no damage at all or not in the mentioned amount is to be existent. The assertion of a higher proven damage is reserved for the contractor.
5. If the services of the contractor have been available to the customer on a rental basis, a formal handover of the rental property needs to take place immediately after exhibition completion, if the contractor wishes to.
The purchaser is obliged to participate in the transfer date or to be represented by a duly authorized representative.

VII. shortage

1. The customer has to examine our delivery upon receipt immediately for defects, identity and quantity.
2. Complaints about visible defects due to incorrect delivery or incorrect quantities can only be considered if they are shown to us in writing and when the display is being received by us within 8 days after receiving the goods. Complaints about initially unrecognizable defects must be made in written notification immediately after discovery. Belated complaints lead to a loss of rights, as well as the non-compliance in writing.
3. Shortage of a part of the delivery do not entitle to reject the entire delivery.

4. When properly justified claims, our liability is limited to repair or replacement at our discretion. In case of failure of the repair or replacement the client can demand reduction of the price (reduction) or cancellation of the contract (withdrawal). The limitation period for claims for material defects shall be 1 year. This does not apply if we are obliged to reimburse the costs to be borne by our principal to a consumer due to the sale of a new item for the remedy. When fraudulent concealment of defects or assumption of a guarantee for the properties further claims are unaffected, also with regard to the statute of limitations. Apart from that we owe damages only due to a defect in the context of section VIII.

VIII. accountability

1. We shall be fully liable for damages resulting from injury to life, limb or health that are based on a position to be taken by us or our legal representatives or our assistants breach.

2. For other damages, we are liable for our part in full amount of damages for gross negligence and intent. On part of our legal representative and / or the part of our officers, also basically after every culpable violation of essential contractual obligations (cardinal obligations) and outside of such obligations after the reason also for gross negligence and intent of our simple vicarious agents. In the last two cases, however, the amount is limited to the replacement of the typical foreseeable damage.

3. Claims of the client according to the Product Liability Act are not limited by these terms.

IX. reservation of proprietary rights

1. All delivered goods remain our property until full payment of all present and future claims from the business relationship. Processing or transformation always occur for us as manufacturers, however without obligation for us. The client shall keep the property free of charge for us. Goods for which we entitle property are referred to as conditional goods in the following.

2. The customer is entitled to resell the conditional goods, whether unprocessed or processed, only under the normal business operations. The authorization does not apply if the customer defaults on payment. The resulting from the resale or any other legal grounds (e.g. insurance, tort) with respect to the conditional goods including any current accounts receivable occurs the customer by way of security in full extent to us. At our request, the customer is obliged to give us the information that is needed to assert our rights against his customer and to grant access to its documents. The customer is revocably authorized to collect the claims assigned to us for his own account in his own name. This authorization may only be revoked if the customer does not properly fulfill its payment obligations. If the value of the security provided to us exceeds the value of our claims by more than 20 %, we are prepared at the request of the customer, to release securities at our discretion.

3. If third parties have access to the goods, the client is obliged to draw attention to our ownership and inform us immediately.

X. assignment

An assignment of claims against us is excluded.

XI. applicable law/place of delivery/venue

1. For all legal relations between us and our client, the law of the Federal Republic of Germany is valid.
2. Place of performance for all services is Bielefeld.
3. Jurisdiction for all from the contractual relationship or indirectly resulting disputes is Bielefeld.

XII. data protection

When the contract is concluded and in educated guesses, our company regularly checks your solvency. Thereto we collaborate with Creditreform Bielefeld Riegel & Unger KG, based in Sunderweg 3, D-33649 Bielefeld from which we receive all required data. For this purpose we transmit your data to Creditreform. Further information can be found on www.creditreform-bielefeld.de/EU-DSGVO or on request vai mail/fax/postal.