

General terms and conditions / SPA Messebau GmbH

§ 1. Scope of application

1. Our terms of sale apply exclusively; all opposing terms of sale or differing conditions of the customer and the VOB (German construction contract procedures), are not valid without expressed written consent. Our terms and conditions shall also apply if we perform the delivery to the customer without any reservations in spite of knowing of terms and conditions of the customer which are contrary to or deviate from our terms and conditions.
2. The provisions of this sale, performance and payment conditions are valid for purchasing contracts, service contracts and delivery contracts as well as for all other contractual agreements under which we, for the supply of goods or provision of services, are committed and obligated. The provisions and regulations of this sale-, performance- and payment conditions are therefore applicable.
3. Our terms and conditions of sale shall also apply to all future business transactions with the customer.

§ 2. Offer, Order Acceptance, scope of performance

1. Our offers are subject to change without notice, if it is not noted otherwise within the offer. The included prices are freely revocable until the order confirmation. Follow-up quotations or orders do need for their full effectiveness our express written consent which will follow without delay.
2. A non-binding inquiry followed by an offer, as well as the first amendment to this offer or the drawing are free of charge. As of the second amendment of a desired offer or the drawing, each package will be charged with 119€ incl. value added tax.
3. As for illustrations, drawings, calculations and other documents: We reserve the property rights and copyrights. The documents shall not be given to third parties without our express written approval.
4. The documents pertaining to a quotation, irrespective of whether they are used by the customer or not, are to be rewarded.
5. If the customer uses an exhibition stand designed by SPA Messebau GmbH several times and if SPA Messebau GmbH is not being assigned for the set-up / tear-down, all further rights of use will only be transferred for an additional compensation.
6. In the event of infringement of paragraph 3, SPA Messebau GmbH is entitled to demand compensation from the customer amounting to 40 % of the contract sum.

§ 3. Prices and terms of payment

1. All prices are quoted in euros (€) and exclude the applicable rate of value added tax (VAT). The prices exclude packaging, freight, postage, insurance and other shipping and handling expenses.
2. Unless otherwise agreed, all invoices are to be paid as follows: 50 % at the time the order is placed, but no later than 4 weeks prior to the start of the fair, 50 % on completion. Discounts or other deductions are not granted.
3. Should the client be in arrears, we are entitled without prior announcement to exercise a right of retention to all supplies and services still outstanding or to demand further, previously not agreed advance payments. The same applies should after conclusion of the contract a deterioration in the client's financial circumstances occur or become known such that fulfillment of SPA Messebau GmbH's right to payment seems in jeopardy. This is the case particularly if a check from the client is not honored, execution proceedings are instituted against the client or the opening of insolvency proceedings is requested. In all these cases we are also entitled to dismantle building work already rendered and not make it available to the client. Agreed (fixed) deadlines will be extended by the period the client is in arrears and the related interruption in the continuation of work.

§ 4. Reservation of Ownership

1. All delivered goods shall remain the property of SPA Messebau GmbH until the customer fulfills all liabilities arising from the business relationship.
2. In the event that an item subject to retention of title is sold, combined with another item or processed the retention of title and resultant claim for compensation and any rights to return and surrender against the client will endure.

§ 5. The provision of services or delivery

1. The contractual services are completed as agreed, albeit generally by 18h00 on the day before opening of the exhibition at the latest. Should the client require significant changes to the execution after conclusion of the contract, any agreed delivery dates/times lose their validity. The same applies should the client not co-operate as required on time or not render agreed installment payments on time.
2. We reserve the right to execute minor remaining work up to opening of the exhibition insofar as this does not significantly impair start-up of the booth by the client.
3. Should completion be delayed due to events for which SPA Messebau GmbH is not responsible, SPA Messebau GmbH is entitled either to withdraw from the contract in whole or in part or to demand a reasonable extension in the delivery deadline and to demand reimbursement of the resultant additional costs from the client.
4. Minor deviations from the agreed services and named documents that become necessary for technical or other reasons are permissible insofar as they do not mean losses in quality or do not impair usability. Changes at the request of the client after placement of the contract will be charged to the client.

§ 6. Acceptance, duty of inspection

1. Acceptance is carried out after completion of the overall work and at the agreed point in time, albeit at the latest by 18h00 on the day before opening of the exhibition. A record of acceptance shall be produced which must be signed by both parties.
2. The customer is obligated to inspect the work immediately after receipt, both for completeness and for any lack of damage. Small differences in the stain tones of wood elements, the paintwork of steel elements, as well as differences in the veneer pattern of natural wood elements are not considered a defect. This also applies if the named differences occur in one and the same delivery..
3. The customer will be notified by us about the completion of a contract for work or contract for work and materials; Any use by the customer of the services listed and performed by us after the completion -except for the inspection-, shall be deemed as unconditional acceptance. After notification of the completion the customer will be summoned to an acceptance date. A record of acceptance shall be produced on the acceptance date, in which all deficiencies are to be recorded. The performance shall be deemed unconditionally accepted if the customer is unexcused absent at the agreed acceptance date.
4. We are also entitled to demand agreed fees for the services performed by us in the case of a contract for work or contract for work and materials in which we also carry out the installation, if our performed service and work is damaged or destroyed before handover due to unforeseeable events or circumstances for which we are not accountable for.

§7. Warranty, liability

1. In the event of a valid and timely notice of defects the client is entitled solely to demand improvement or free replacement delivery. Should the improvement or replacement delivery fail twice, the client is entitled to demand a reduction in price or rescission of the contract.
2. Further claims for defects or other claims for compensation, particularly for consequential losses are precluded unless the defects were caused with intent or through gross negligence.

§8. Insurance of rented items

1. Unless agreed otherwise, the client is to insure the items rented by him from 18h00 on the day before the start of the exhibition to 07h00 on the day following the end of the exhibition by way of an exhibition insurance policy.
2. By placement of a contract the client assumes custodial responsibility and obligation to exercise due care for the items rented by him for the named period of time. The client is liable for the loss of rented items and for damage caused to them by him or third parties in this period of time.

§9. Offsetting / Right of retention

1. The client may only set his receivables off against receivables owed to SPA Messebau GmbH if his receivables are undisputed or have been established finally and conclusively by a court of law.
2. The client may not claim a right of retention due to unrecognized counterclaims or counterclaims not established finally and conclusively by a court of law insofar as these claims do not relate to the same contractual relationship.

§10. Place of performance, place of jurisdiction, applicable law

1. The place of performance and exclusive place of jurisdiction for all disputes arising from a contractual relationship shall be settled by the court that has jurisdiction for our company's place of business: Kerpen.
2. However, we are entitled to sue the customer at its general place of jurisdiction. Depending on the contract, another place of performance may also be agreed for the rendering of services.
3. All business relations with us are subject to the law of the Federal Republic of Germany under preclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG - UN commercial law).
4. We are entitled to include our work performed and the customer into our reference list on the Internet if the customer does not explicitly object.

§ 11. Final provisions

1. The contract remains effective even if individual provisions of these general terms and conditions are not part of the contract or become invalid or cannot be carried out. Instead of the invalid clause a regulation closest to the intended provision shall be deemed in effect which best reflects the will of both parties.