

General Terms and Conditions

Event/Trade Fair

of mbw Medienberatung der Wirtschaft GmbH („mbw“)
for services in the field of event, trade fair and event management

Feb 2025

1. Scope of application

- 1.1. These general terms and conditions apply to all contractual relationships and business relations in the field of event, trade fair and event management between mbw and the contractual partner, insofar as the latter is an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter referred to as 'customer').
- 1.2. Terms and conditions of the customer shall only apply if they have been expressly recognised by mbw in advance.
- 1.3. If and insofar as events or seminars take place at the hbw | Haus der Bayerischen Wirtschaft, the General Terms and Conditions for Events at the hbw and the House Rules shall form a supplementary part of these General Terms and Conditions.

2. Contract offer and conclusion

- 2.1. Angebote der mbw sind freibleibend, sofern nicht anders angegeben. An fixe Angebote hält sich mbw in Ermangelung anderweitiger Bestimmung zwei (2) Wochen gebunden, maßgeblich ist der Zeitpunkt der Abgabe.
- 2.2. Quotations for remuneration are only valid for undivided orders.
- 2.3. The customer shall not be granted any ownership or rights of use to drawings, drafts, layouts, software and other materials and documents that are handed over in the context of offers and contract negotiations.
- 2.4. Services not estimated in the offer which are carried out at the customer's request or additional expenses which are caused by incorrect information provided by the customer or otherwise arise from the customer's sphere of risk shall be invoiced to the customer additionally according to mbw's usual remuneration.

3. Rights of use

mbw grants the customer the right, subject to the condition precedent of full payment of the agreed remuneration for the services rendered, to use the services for the purposes underlying the contract to the contractually agreed extent.

- 3.1. If the customer wishes to utilise services rendered by mbw in whole or in part beyond the originally agreed purpose or scope, a separate fee agreement to be made in advance shall be required for the compensation of the rights of use.
- 3.2. The transfer of rights of use or the granting of sub-licences is only permitted if this has been expressly agreed or if it results from the purpose of the contract.
- 3.3. The customer is not authorised to modify or process the services provided without separate permission. Changes and processing that are necessary to fulfil the purpose of the contract are excluded from this.
- 3.4. The customer is obliged within the scope of reasonableness to visibly name mbw in services protected by copyright or neighbouring rights. Any names and notices attached by mbw may not be removed.

4. Provision of services, partial services, vicarious agent

- 4.1. The details of mbw's services are set out in the individual agreements.
- 4.2. mbw shall be entitled to render partial services insofar as these are reasonable for the customer.
- 4.3. mbw shall be entitled to commission vicarious agents with the execution of the assigned tasks and to place orders in the name of the customer in the fulfilment of which mbw cooperates in accordance with the contract. The customer hereby expressly authorises mbw accordingly.

5. Remuneration and terms of payment

- 5.1. The remuneration owed by the customer for the services of mbw is specified in detail in the contract, if applicable in connection with the remuneration customary at mbw.
- 5.2. The remuneration is independent of whether and to what extent the customer actually uses the resources and rental items provided by mbw during the term of the contract, unless expressly agreed otherwise.

- 5.3. All remunerations stated in the offers of mbw as well as the usual remunerations at mbw are net amounts. The statutory value added tax applicable to them will be charged additionally by mbw.
- 5.4. Contractually agreed services that are not accepted by the customer shall be invoiced to the customer in full. If another rental can be realised, the customer shall only bear the costs incurred as a result of non-acceptance.
- 5.5. Invoices of mbw are payable on the due date indicated. Invoices without a due date are payable ten (10) days after receipt of the invoice. Payment shall be made without deductions or discounts.
- 5.6. In the event of default of payment, the statutory default regulations shall apply. In particular, mbw is entitled to charge default interest in the amount of § 288 BGB, i.e. 8% above the base rate, if the customer is not a consumer. The assertion of a higher damage or a further damage caused by default (e.g. from § 286 BGB) by mbw is not excluded.
- 5.7. mbw can demand a reasonable advance payment if there is a justified interest for this. This is particularly the case if mbw has to make high advance payments (e.g. material) or if the performance of the customer deteriorates after conclusion of the contract or if a deterioration becomes known without this being recognisable for mbw before conclusion of the contract.
- 5.8. Offsetting against counterclaims is only permitted if these are undisputed or have been legally established. In addition, the customer may offset with a counterclaim that has taken the place of a right of retention to which he is entitled under this contractual relationship.
- 5.9. The customer shall only have a right of retention limited to the same contractual relationship and, in the event of defects, only up to three times the amount of the expenses required to rectify the defects. However, the customer may exercise his right of retention on the basis of undisputed or legally established claims.

6. Warranty, acceptance

- 6.1. The customer is obliged to inspect the services of mbw upon delivery and to notify defects immediately. If a defect only becomes apparent later despite inspection, it must also be reported immediately.
- 6.2. In the event of a defective delivery, the customer shall be entitled to subsequent fulfilment. mbw shall be obliged, at its discretion, to provide subsequent fulfilment in

the form of rectification of the defect or delivery/production of a new defect-free item.

- 6.3. If the subsequent fulfilment fails, the customer may, at his discretion, reduce the remuneration or withdraw from the contract without observing a deadline. This also applies if mbw refuses the subsequent fulfilment or if the subsequent fulfilment is unreasonable for the customer.
- 6.4. Die Verjährungsfrist für Mängelansprüche beträgt ein (1) Jahr.
- 6.5. If the notice of defects is late or if reservations were not made at the time of acceptance/handover due to known defects, the warranty claims shall lapse in this respect. The same applies if the customer makes changes himself or makes it difficult for mbw to determine the defects.

7. Insurance by the customer

- 7.1. The customer acknowledges that damage to the rental objects made available to him is generally not covered by an insurance policy of mbw and that these risks are to be insured by the customer himself. The customer is therefore obliged to ensure full insurance cover for the rental objects. The customer assigns all existing claims against the insurance company to mbw on account of fulfilment. mbw accepts the assignment. mbw is entitled to demand proof of the insurance cover.
- 7.2. If the subject of a contractual relationship between mbw and a customer is a seminar or an event, mbw shall provide insurance cover for the technical equipment and the premises.

8. Liability of the customer

- 8.1. From the time of handover to the customer or to his authorised representative or to the transport person, the customer shall bear the risk of loss or deterioration of the contractual items, irrespective of the cause and without the customer being at fault. The transfer of risk ends with the return of the rented items to mbw.
- 8.2. The customer is responsible for observing and complying with the data protection, safety and accident prevention regulations. mbw has the right to prohibit actions by the customer that it deems dangerous according to these regulations.

9. Liability of mbw

- 9.1. In case of wilful intent, mbw shall be liable without limitation. In cases of gross negligence and simple negligence in the event of a breach of essential contractual obligations, mbw shall be liable for the typically occurring, foreseeable damage. Otherwise, liability for slight negligence is excluded.
- 9.2. Liability arising from the assumption of a guarantee or a procurement risk, from default, due to damage to life, limb and health, in accordance with the Product Liability Act and mandatory statutory provisions remains unaffected.
- 9.3. The above provisions also apply to the personal liability of employees, representatives and vicarious agents.
- 9.4. The mbw shall not be liable for objects that are located in the hbw | Haus der Bayerischen Wirtschaft during seminars or events or that the user has brought into the rented rooms for other reasons through no fault of its own.

10. Cancellation by the customer

- 10.1. The customer has a contractual right of cancellation. If the customer cancels, he shall pay the following percentages of the remuneration owed for services scheduled by mbw (mbw technology, technical personnel and other services, such as on-site support):
 - for cancellations between eighty-four (84) calendar days and forty-three (43) calendar days before the date of the event: 20%
 - for cancellations between forty-two (42) calendar days and eight (8) calendar days before the day of the event: 50%.
 - for cancellations between seven (7) calendar days and one (1) calendar day before the day of the event: 80%.
 - Cancellation on the day of the event: 100 %
- 10.2. Excluded are services from third-party providers. The respective terms and conditions of the service provider apply here.
- 10.3. Services already rendered for the planning of the event (project management) must be paid in full.

- 10.4. If rooms in the hbw have been booked for the events, the corresponding terms and conditions of the hbw ConferenceCenter apply. (pdf hbw General Terms and Conditions)
- 10.5. For events in another location, the respective terms and conditions of the booked location apply.
- 10.6. Cancellation for good cause remains unaffected.

11. Resignation of mbw

- 11.1. mbw is entitled to terminate the contractual relationship prematurely without notice for good cause. An important reason is in particular
- if the customer becomes insolvent,
 - if the customer is permanently no longer able to fulfil his contractual obligations,
 - if the customer jeopardises the operational safety of the rented property or otherwise takes actions that are likely to endanger the rented property.
- 11.2. In the case of termination caused culpably by the customer, mbw is entitled to compensation. The damage is calculated based on the contractually owed remuneration to mbw less any saved expenses and any benefits that are inextricably linked to the early termination.

12. Miscellaneous

- 12.1. mbw and the customer shall use all business transactions that come to their knowledge exclusively for the contractual purposes and shall not make them accessible to third parties, unless this is necessary for the fulfilment of the contract. This obligation shall also apply beyond the end of the co-operation.
- 12.2. The customer is informed that mbw collects and stores his data to the extent necessary for the fulfilment of the contract and on the basis of the data protection regulations. Insofar as mbw is authorised to engage subcontractors or to assign rights and obligations, the data required in this respect may also be passed on to the third parties concerned. Beyond this, the data will not be passed on to third parties.
- 12.3. mbw is entitled to engage subcontractors.
- 12.4. mbw may name the customer as a reference customer.

- 12.5. The place of performance is Munich, the place of jurisdiction is Munich, unless German law stipulates another place of jurisdiction. The law of the Federal Republic of Germany applies to all legal relationships.
- 12.6. Should one or more provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

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