

TERMS AND CONDITIONS SALE

1. The following General Terms and Conditions of Business (GTCB) apply exclusively to all deliveries, services and offers of HANDSTAND Messebau GmbH - hereinafter referred to as the Seller. They only apply to entrepreneurs within the meaning of § 310 BGB (German Civil Code) and to all future transactions with the Buyer. We do not recognise any terms and conditions of the Buyer that are contrary to or deviate from our GTC unless we have expressly agreed to their application in writing. Deviations from these GTCs, orders placed by telephone and verbal subsidiary agreements are only effective if the Seller confirms them in writing.
2. The Seller reserves ownership and copyrights to its offer with all documents without restriction. They may not be made available to third parties, published or reproduced without the latter's consent, nor may they be used for any purpose other than the agreed purpose. The Buyer shall take care of the necessary permits at his/her own expense. If the purchase contract is not concluded, the documents provided must be returned to the Seller immediately upon the latter's request.
3. The prices stated in the Seller's written order confirmation plus the applicable value-added tax is decisive. The purchase price is calculated based on the agreed-upon prices and confirmed on the day the order is placed. The prices are valid for delivery without installation or assembly ex-warehouse of the Seller, excluding packaging. The Buyer shall bear the additional costs for a different mode of dispatch that is permissible at the Buyer's request.
4. In the absence of any other agreement to the contrary, invoice amounts are payable without deduction in cash or by bank transfer and are due immediately. The Buyer is in default, without the need for a separate reminder, if he/she does not pay the purchase price within 14 days of receipt of the invoice. Offsetting with counter-claims other than those that are undisputed or have been legally established is not permitted. Likewise, the Buyer is not entitled to assert a right of retention on account of such claims, in particular on account of his/her statutory warranty claims. Partial deliveries (advance deliveries) are permissible and may be invoiced separately. If the Buyer defaults on his/her payment obligations or if justified doubts arise regarding his/her ability to pay, the Seller is entitled to declare all claims due immediately, irrespective of any statutory claims. If the Buyer does not accept the purchased item in a timely manner, the Seller is entitled to set a reasonable grace period and, after this period has expired, to otherwise dispose of the purchased item and, on the other hand, to supply the Buyer with a reasonably extended deadline. This does not affect the right to withdraw from the Contract and to claim damages. Within the scope of any claim for damages, the Seller may demand 20 % of the agreed price without VAT as compensation unless the Buyer proves that no damage or only significantly less damage than the lump sum has been incurred. The right to assert a claim for actually higher damages remains reserved.
5. The agreement of delivery dates and deadlines must be in writing. Compliance with a delivery deadline is determined by the time the purchased item has left the Seller's warehouse, or the Buyer has been notified that the item is ready for dispatch. In the case of temporary delays in delivery and performance for which the Seller is not responsible due to force majeure or due to events that make delivery significantly more difficult for the Seller - this includes, in particular, strikes, lockouts, official orders, etc. - the delivery period is extended to a reasonable extent. The Buyer is only entitled to withdraw from the Contract if the agreed delivery period has been exceeded by more than five weeks in such cases or if the Seller has notified the Buyer in writing that a delivery cannot or can no longer be made by the Seller. The above restriction does not apply in the case of a fixed transaction. The Seller reserves the right to withdraw from the Contract in whole or in part in these cases.
6. If the Seller is in default with the delivery at a delivery date agreed in writing, the Buyer may withdraw from the Contract if he/she has set the Seller a reasonable grace period of at least 14 days, unless a grace period is dispensable in exceptional cases. If the Buyer does not declare within the deadline whether he/she still insists on performance or wishes to exercise his/her right of withdrawal and does not declare within a further period of 2 weeks, the Seller is entitled to withdraw from the contract. The Buyer's right to claim damages is governed by the conditions set out in clause 8. If delivery is delayed for reasons for which the Buyer is responsible, the Seller is entitled to claim the storage costs incurred from the Buyer.
7. The risk of transport passes to the Buyer at the time when the object of sale or parts thereof have duly left the Seller's warehouse. This also applies to deliveries by the Seller's vehicles or personnel, even if the Seller is obliged to install or assemble the purchased item. In the event of deliveries/delays for which the Buyer is responsible, the risk passes to the Buyer on the day of notification of readiness for dispatch.
8. The Seller is liable for ensuring that the purchased item to be delivered has the quality specified in the order confirmation. If the Seller has not manufactured the purchased item, it is not obliged to examine the goods for defects before handing them over to the Buyer. It is the exclusive responsibility of the Buyer to check the suitability of the item for purposes that go beyond its normal use. The Seller's liability for the suitability of the item for such purposes of the Buyer requires that the Seller has confirmed or expressly guaranteed the suitability in writing. A defect claim does not exist if it is based on the natural wear and tear of the purchased item and not on damage caused by incorrect or negligent handling and excessive use by the Buyer. The Buyer must give written notice of obvious defects within three days of receipt of the goods. Otherwise, the delivery is deemed to be approved to that extent. The same applies to defects not recognisable during the initial inspection from the time of their discovery. In the event of defects in the purchased item, the Seller is entitled, at its discretion, to remedy the defect or to deliver a defect-free item. If the rectification of the defect fails or if a replacement delivery is not possible, the Buyer is entitled to withdraw from the Contract, reduce the purchase price, and claim damages instead of performance. However, a right to withdraw and a claim for damages instead of full performance only exists, if the defect is not insignificant. In all other respects, the assertion of claims for damages is governed by the conditions set out in clause 9.
9. Insofar as the Buyer asserts damage claims, the Seller will only be liable for intent or gross negligence, including intent and gross negligence on the part of its agents. This does not apply to the culpable breach of duties essential for the fulfilment of the purpose of the Contract; in this respect, however, the liability is limited in amount to the damages typical for comparable transactions of this kind, which were foreseeable at the time the Contract was concluded or at the latest when the breach of duty was committed. § 444 BGB claims for damages due to injury to life, limb and health, as well as claims under the Product Liability Act, remain unaffected.
10. Ownership and all rights to all delivered and manufactured items remain with the Seller until all claims that the Seller has against the Buyer for any legal reason, now or in the future, have been settled in full. In the event of resale, the Buyer hereby assigns the claims to the Seller up to the amount of the Seller's total claim. If the value of all securities exceeds the secured payments by more than 2 %, the Buyer may demand the release of securities at the Seller's discretion. If we withdraw from the Contract due to a delay in payment on the Buyer's part, the Buyer must tolerate the removal of the reserved goods and allow us to enter his/her office and business premises for this purpose. Our right to claim damages remains unaffected.
11. The processing of goods subject to retention of title will be carried out for the Seller within the meaning § 950 BGB without obligating the Seller. The retention of title continues to apply to the manufactured goods. Pledges or transfers of ownership by way of security are not permitted without the consent of the Seller. In the event of seizure or other access by third parties to the goods subject to retention of title, the Buyer shall draw attention to the Seller's ownership and inform the Seller immediately.
12. The law of the Federal Republic of Germany applies, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG). Düsseldorf is the exclusive place of jurisdiction for all legal disputes to the extent permitted by law. The place of performance is Düsseldorf.
13. If any provision in these Terms and Conditions or any provision under any other agreement is or becomes invalid, this does not affect the validity of the remaining provisions or agreements.

TERMS AND CONDITIONS

RENTAL MATERIAL/STAND CONSTRUCTION

The following applies in addition to the Terms and Conditions set out below:

1. Within the scope of the agreed services, delivery is made by the Contractor's personnel or persons commissioned by the Contractor. Otherwise, the provisions in clauses 5 and 6 of the Conditions of Sale apply accordingly, with the proviso that assembly takes the place of delivery and that a reasonable period applies in the individual case instead of the 14-day period.
2. Should it become necessary during assembly to take measures necessary for proper stand construction that the Contractor could not foresee, these will be invoiced separately to the Client. Change requests of the Client that are only expressed after the conclusion of the Contract become a binding part of the Contract if they have been confirmed in writing or executed by the Contractor. The Contractor shall consider requests for changes made by the Client during the construction of the stand or after its completion, insofar as their implementation is possible from a technical and personnel point of view, but without such change agreements becoming part of the Contract. Failure to comply with them will not give rise to any claims against the Contractor. Additional costs are borne by the Client.
3. Exhibits not owned by the Contractor and not directly connected with the stand construction may not be transported by the Contractor without the Client's prior written consent. If the required permission is not granted, claims for compensation due to loss of or damage to the exhibits or any consequential damage are excluded. This applies regardless of whether any exhibits were taken over before the start of the fair or after the close of the fair.
4. Drawings, photocopies, length specifications and other dimensions are only deemed binding if they are expressly identified as such in the order confirmation.
5. All defects proven to the Contractor must be remedied by way of multiple permissible rectifications, whereby the Contractor is entitled to deliver equivalent replacements.
6. However, the Client is only entitled to claim damages, including any damage caused by delay, under the conditions set out in clause D. above. In addition, the Contractor is not liable if improper modifications or repair work are carried out on the stand by the Client or third parties commissioned by the Client.
7. The Client is obliged to return rented materials at its own expense and risk exclusively to the Contractor's registered office. If the Client does not comply with his/her obligation to return the rented materials despite two written requests, it is deemed to be agreed that the Client wishes to acquire ownership of the rented materials. Subject to this condition, the Client already now accepts the Contractor's corresponding sale offer.

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