

Requirements for photo, film and/or video sessions/productions

If you or a photographer appointed by you are planning photo, film and/or video sessions/productions at the event, this is only possible and admissible in accordance with the conditions listed below and subject to your confirmation of compliance with these conditions.

The attached Terms and Conditions for Exhibition Marketing of NürnbergMesse and the instructions below shall apply.

Please note the following:

- You as exhibitor agree to inform NürnbergMesse in advance of any planned photo, film and/or video sessions/productions during the respective event.
- Photo, film and/or video sessions are only allowed within your stand space. In particular, it is not permitted to photograph or film persons in the gangways in such a way that they are individually recognizable. It is not permitted to photograph and/or film other stand spaces.
- You as exhibitor agree to display information in a prominent position on your stand to inform visitors that photographs and/or films are being made on your stand.
- You as exhibitor also agree not to save and/or use photos, films and/or videos made on your stand for any other purpose without obtaining any necessary consent or licenses.
- NürnbergMesse reserves the right to have its Data Protection Officer check for compliance with the above-mentioned requirements at the event.
- If you appoint your own photographer for the event, please note that he will only be admitted to the exhibition site if he is in possession of a suitable pass for this event, which he obtains from you as exhibitor.
- If you are planning photo, film and/or video sessions/productions on the site before or after the actual event, please note that you must arrange a security guard at your own cost (through our ServicePartner Engelhardt, corresponding order form in the Online Exhibitors Shop). Access to the exhibition site is then only possible after prior notification and via the security post at the central (Mitte) entrance. If technically feasible, you will be charged extra for any hall lighting required for your work before or after the event (price on request).
- Please note that you as exhibitor are responsible for ensuring suitable compliance with all the stated requirements. You as exhibitor accept responsibility for ensuring that photos, films and/or videos – including those made by your representatives – do not violate any applicable laws and/or protection rights of third parties. NürnbergMesse is not obliged to check that the exhibitor complies with the above requirements.



- You as exhibitor hereby agree to indemnify NürnbergMesse against all possible claims for damages by third parties in the event of violation of the above requirements and obligations, and to assume liability for all damages arising out of the violation of protection rights.

You hereby acknowledge the above requirements and agree to comply with same. You also agree to notify any appointed photographer of the necessity for complying with the above requirements.

Please do not hesitate to contact us if you need further information.

Yours sincerely
NürnbergMesse GmbH

p.p. 

Andrea Göppel

p.p. 

Sabine Schwarzbrunn

Terms and Conditions for Exhibition Marketing

General Terms and Conditions for Exhibition Marketing

1. Applicability

The terms and conditions of NürnbergMesse GmbH (hereinafter: NürnbergMesse) are exclusive; terms and conditions of the Exhibitor (hereinafter: the Client) that conflict with or diverge from those of NürnbergMesse will not be recognized unless NürnbergMesse has expressly consented to them in writing. The present terms and conditions will apply even if NürnbergMesse unconditionally carries out a marketing order in the awareness of conflicts with or differences from the Client's own terms and conditions.

2. Contract documents

The contract between NürnbergMesse and the Client for advertising activities comprises the following integral parts, which are listed in their order of priority:

- The order form, including product descriptions
- The Special Terms and Conditions below for online, print and on-site advertising,
- These General Terms and Conditions for Exhibition Marketing
- The Special Terms and Conditions for Participation in the specific event
- The General Terms and Conditions for Participation in Fairs and Exhibitions.

3. Making the contract

By placing an order for advertising, the Client is making a binding offer. Orders will be accepted by NürnbergMesse only if placed in writing on the official form or via the OnlineServiceCenter. The contract will not take effect until NürnbergMesse accepts this offer by sending an order confirmation. The order must comply with the minimum order volume.

Advertising space and placements are allocated in the sequence in which written orders are received. If the ordered advertising space or placement is already taken, the Client will be assigned the closest possible available advertising space or placement, at NürnbergMesse's discretion. The Client expressly consents to this arrangement. NürnbergMesse may engage outside companies or subcontractors to provide the agreed services. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

4. Prices, terms of payment

(1) The prices stated in the order form at the time of placement of the order shall apply. Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in Euros and do not include the value added tax required by law. Invoices issued by NürnbergMesse are due and payable in full immediately on receipt.

NürnbergMesse may also change prices as it reasonably sees fit after the contract is established. In the event of a price increase, the Client may cancel the order within 14 days after receiving notice of the price increase. The foregoing shall not affect the obligation to pay for services that have already been provided by NürnbergMesse.

5. Late payment

(1) In the event of late payment, NürnbergMesse reserves the right to stop work on an order in progress until payment is received in full, and to require payment in advance for any remaining services.

(2) If NürnbergMesse has objectively justifiable doubts about the Client's solvency, NürnbergMesse shall be entitled, even while a contract is still in effect, to defer any further performance of services until they are paid for in advance and any outstanding invoice amounts are settled, irrespective of any target date originally agreed upon for payment.

6. Deadlines for print material and data

The deadlines for sending print material and other data can be found in the applicable order forms or order confirmations. The Client is responsible for delivering print material and data in good time. If these are not delivered on time, NürnbergMesse may decline the order for advertising services.

NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its contractual obligations, particularly the obligation to provide print material and data in good time.

7. Responsibility for content

The Client is responsible for the content of advertising and any resulting harm. The Client assumes responsibility for the content and lawfulness of the graphics and text material made available for advertising. The Client warrants that the advertising that it has ordered and that is carried out using the data and materials it provides does not infringe third parties' intellectual property rights. The Client must notify NürnbergMesse immediately if it discovers an infringement of third parties' rights, or if it has evidence that such an infringement may have occurred.

NürnbergMesse is under no obligation to verify whether the data or other materials supplied by the Client in order to perform the service infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that data or other materials not provided by NürnbergMesse itself are free from third-party claims.

8. Right of refusal

NürnbergMesse reserves the right to refuse orders for advertising or to discontinue advertising activities because of their content, origin or technical form, even after the contract

has been entered into, on consistent, objectively justified grounds, if

- The content, in NürnbergMesse's conscientious opinion, is against the law or violates regulations established by the authorities

or

- The content is contrary to public policy or has been the subject of a complaint in a proceeding before the German Advertising Council, or if NürnbergMesse cannot reasonably be expected to publish it.

In making its decision, NürnbergMesse will consider not only the overall content but the general visual appearance of the advertising from the viewpoint of quality and aesthetics. The Client will be notified promptly of any refusal of an advertising order.

In the case of online advertising, the right of refusal will also apply if the advertisement contains a link to websites that fulfill the above conditions for refusal. Any refusal of an advertising order for the above reasons will not affect NürnbergMesse's right to be remunerated for services already provided. NürnbergMesse reserves the right to claim damages.

9. Indemnification

In the event of a breach of the duties incumbent on the Client under Sections 7 and 8 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from an infringement of intellectual property rights, and must also make advance payments towards expenses if NürnbergMesse so requests.

This indemnification obligation in particular also includes an obligation to hold NürnbergMesse harmless against the necessary expenses of a legal defense.

The Client agrees to support NürnbergMesse to the best of its ability with information and documentation in a legal defense against third parties.

10. Liability

(1) Section 19 of the General Terms and Conditions for Participation in Fairs and Exhibitions shall apply.

NürnbergMesse's liability for the loss of data shall be limited to the typical cost of restoration that would have been incurred if the Client had prepared regular backup copies consistent with the risk.

(2) NürnbergMesse shall be liable for damages to the full extent provided by law in the event of willful or grossly negligent breaches of duty, injury to life, limb or health, liability under the German Product Liability Act, and to the extent that NürnbergMesse has furnished a warranty of qualities.

(3) NürnbergMesse shall be liable above and beyond the cases indicated in subsection (2) only in the event of a negligent breach of material contractual obligations. In this case, NürnbergMesse's liability shall be limited to the typical foreseeable loss or damage.

(4) "Material contractual obligations" means those obligations that protect the Client's interests that are material to the contract, which the contract is intended to ensure for the Client by virtue of its content and purpose; contractual duties shall also be material if the proper performance of the contract

would be impossible without their fulfillment, and if the Client regularly relies and is entitled to rely on that fulfillment.

(5) There can be no further liability.

11. Unforeseen events

If NürnbergMesse is unable to carry out an advertising activity because of force majeure, labor disputes, or other circumstances beyond NürnbergMesse's control, it must promptly notify the Client.

In these cases, NürnbergMesse shall be released from the obligation to fulfill the order and to provide damages. In general, there will be no entitlement to remuneration in these cases; however, NürnbergMesse may bill the Client for work commissioned from NürnbergMesse, in the amount of the incurred expenses, if the results of the work are still of interest to

the Client. The contract shall remain in force for the other advertising services ordered. So far as possible, however, NürnbergMesse will make good the advertising activity. If the advertising is made good within a reasonable period of time after the disruption is remedied, the entitlement to compensation shall survive.

12. Cancellation of orders

(1) An order for advertising must be cancelled in writing.

(2) If the Client cancels an order for advertising services, NürnbergMesse shall be entitled to charge a cancellation fee according to the following schedule:

- From receipt of the booking confirmation to 120 days before the start of the event, 25% of the order value for the booked service, or compensation for the services already provided by NürnbergMesse
- Later than 120 days before the start of the event, 100% of the order value for the booked service.

13. Withdrawal and cancellation

(1) If the Client withdraws from a contract with regard to one or more advertising services (cancellation of the order), the contract will remain in force for the remaining advertising services.

(2) If NürnbergMesse has already provided advertising services that it was reasonably entitled to provide at the time of the Client's request to cancel the order, NürnbergMesse's entitlement to compensation for the services already provided shall be unaffected by the Client's withdrawal.

14. Notification of defects

The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery. In any case, NürnbergMesse must receive notice of obvious defects not later than seven days after the end of the event, or in the case of online advertising, seven days after the end of display of the advertising.

Notices of defects must be given in writing.

If notice of a defect is given tardily, any warranty entitlements shall entirely lapse. The same shall apply if the defect results from changes that the Client itself has made, or if the Client interferes with NürnbergMesse's ability to determine the defect.

Furthermore, the Special Terms and Conditions governing the particular advertising option concerned will apply.

15. Data protection notice

Personal data will be processed by NürnbergMesse as the controller within the meaning of data protection law, and where applicable by its service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR).

In accordance with the principle of data minimization and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to the Clients' data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with NürnbergMesse is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every client has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

16. Data use for promotional purposes

NürnbergMesse has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the order (company name, address, telephone/fax number and e-mail address) will be processed by NürnbergMesse and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR.

Objection to the use of data for purposes of direct promotion can be notified to NürnbergMesse at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

17. Contracts in electronic business

If the Client uses the OnlineShop to place an advertising order or to make any other form of service contract, NürnbergMesse will be required only to ensure that the Client can view the

General Terms and Conditions and store them in reproducible form at the time when the contract is made. NürnbergMesse will have no further obligations in this regard.

18. Place of performance, jurisdiction and venue

(1) The place of performance and the jurisdiction and venue for all obligations proceeding from the contractual relationship concerning marketing services shall be Nuremberg, if the Client is a merchant (*Kaufmann*) as defined under German law, or a public-law legal entity or special fund under public law, or if the Client has no general jurisdiction and venue in Germany.

(2) German law and the German text of the relevant terms and conditions shall apply exclusively. The terms of the UN Convention on Contracts for the International Sale of Goods shall not apply.

19. Severability clause

If any provision of these contract terms and conditions, or a provision of other agreements, is or becomes invalid, the validity of all other provisions or agreements, as well as the contractual relationship between the Parties, will be unaffected. In such a case, the Client and NürnbergMesse will replace the invalid provision with a valid one that approximates the economic purpose of the invalid provision as closely as possible.

Special Terms and Conditions for Online Advertising

1. Data delivery

(1) The Client must provide NürnbergMesse with data in the agreed format and conforming to the agreed technical requirements, by electronic means, not later than five days before the start of publication.

(2) NürnbergMesse reserves the right to refuse banner or logo advertisements that are not recognizable as such because of their design, or to require the Client to modify the advertisements or banners so that they are clearly recognizable as advertising.

(3) NürnbergMesse's obligation to store electronically transmitted data will end three months after the date agreed upon for the end of publication.

(4) The Client must assume any additional costs incurred for changes the Client requests in the nature or presentation of an advertisement or banner after the data are transmitted. The same will apply if changes in the nature and presentation of the advertisement or banner become necessary for legal reasons.

2. Representation and warranty of rights

(1) The Client represents and warrants that it holds all rights needed for a publication of the advertisement or advertising banner on the Internet.

(2) The Client will transfer to NürnbergMesse all necessary rights of use for the contractually required display of the advertisement or advertising banner on the NürnbergMesse site.

3. Warranty

- (1) NürnbergMesse warrants a display of the advertisement or advertising banner during the agreed time in conformity with usual technical standards. This warranty does not apply to minor errors.
- (2) In the event that the display is unavailable for a substantial period of time (more than 10 percent of the booked time) during a fixed booking period, the Client will not be required to pay for the period of unavailability. There can be no further claims.
- (3) If the advertisement or banner is displayed defectively, the Client will be entitled to a reduction of payment or a correct substitute advertisement, but only to the extent that the purpose of the advertisement or banner was frustrated. If the substitute advertisement fails or cannot reasonably be carried out, the Client shall have a right to a reduction of payment as provided by law, or in the event of substantial defects, a right to cancel the order.
- (4) If execution of an order fails for reasons that are beyond the control of NürnbergMesse, for example because of force majeure or strikes, requirements of law, or disruptions deriving from the sphere of control of third parties, network operators or service providers, the execution of the order will be made good so far as is possible. NürnbergMesse's entitlement to compensation will remain in effect if the order is made good within an appropriate amount of time that is reasonable for the Client.
- (5) Without prejudice to Section 10 in the General Terms and Conditions for Exhibition Marketing, there can be no further warranty claims. Explicit reference is made to Section 14 of the General Terms and Conditions for Exhibition Marketing. The prescription period for all warranty claims will be one year, beginning with the agreed end of publication.

Special Terms and Conditions for Print Advertising

1. Content of catalog and exhibition guide, advertising clients

The print catalog contains an alphabetical list of exhibitors, a list of products and advertisements, and if applicable also an alphabetical list of trademarks and/or company logos. Full-page advertisements may be published in the exhibition guide, and logos may be incorporated into the hall plans. Only exhibitors may be included in these lists and ads.

NürnbergMesse is entitled to use the data provided by the Client for the exhibitors' and product database on the Internet.

2. Order forms

NürnbergMesse will accept orders for advertisements and orders for the exhibition catalog and exhibition guide only in writing on the official order form (if any) or via orders on the Online ExhibitorShop. Preferred pages for advertising orders will be allocated in the sequence in which the written orders are received.

3. Deadlines for submission

- (1) The deadlines for submission of advertisements/logos in the catalog or exhibition guide can be found in the applicable

printed forms or at the Online ExhibitorShop. The Client is responsible for delivering the advertisement copy/the logo on time.

- (2) If no order is received by the submission deadline, there will be only an entry in the catalog and/or exhibition guide in the alphabetical list of exhibitors, based on the information in the standard registration form. NürnbergMesse may include orders for catalog advertisements or logos in the catalog received belatedly in the catalog supplement, at an additional charge.
- (3) If the artwork for the advertisement or company logo in the exhibition catalog is not received by the applicable deadline for submission or return as provided in Section 6 of the General Terms and Conditions for Exhibition Marketing, NürnbergMesse may include such belated artwork for catalog advertisements in a catalog supplement, at an additional charge.
- (4) In the event of a cancellation or other termination of a contract after the deadline indicated in subsection 3, NürnbergMesse will nevertheless be entitled to publish the advertisement or company logo in the exhibition catalog or exhibition guide. Furthermore, the provisions of Section 6 of the General Terms and Conditions for Exhibition Marketing will apply.

4. Responsibility for content

- (1) The Client is responsible for the content and lawfulness of the graphics and text materials provided for the insertion, and for any resulting harm.
- (2) The print catalogs, the exhibitors' and product database on the Internet, and the exhibition guide will be edited and published by NürnbergMesse.
- (3) NürnbergMesse reserves the right to refuse advertising orders because of their content, origin or technical form, on the basis of consistent, objectively justified principles, if the content, in NürnbergMesse's conscientious opinion, violates the law, regulations established by the authorities, or accepted principles of morality, or if NürnbergMesse cannot reasonably be expected to publish it. The Client will be notified promptly of any refusal of an advertising order.

5. Quality and storage of print materials

- (1) The Client is responsible for submitting defect-free print materials. The Client must send any materials needed in order for NürnbergMesse to provide its services, carriage paid to NürnbergMesse's offices or to the location designated by NürnbergMesse, by the agreed deadline. An accompanying color proof is to be provided for color printing. Otherwise no responsibility can be accepted for correct color reproduction. NürnbergMesse will request replacements without delay for evidently unsuitable or damaged print materials.
- (2) NürnbergMesse warrants the customary print quality for print catalogs, subject to the limits allowed by the print materials. Graphics work, changes requested by the Client for data already supplied, and preparation of color proofs will be charged separately. If the Client subsequently requests substantial changes to the originally agreed specifications, the Client may be charged separately for the resulting additional cost.

(3) If defects in the provided artwork are not immediately evident and only become apparent during handling or processing, the Client must accept any resulting additional costs or handling or processing losses. If no particular instructions are given regarding size, charges will be based on the actual print size customary for the type of advertisement concerned.

(4) NürnbergMesse will store the documents or data provided by the Client for one month after the end of the event. If the Client provides original masters or digital data, the Client will prepare duplicates or backup copies for himself beforehand. NürnbergMesse accepts no liability for Client artwork master that is not reclaimed within one month after the end of the event. If the Client requests return of the materials it has provided, they will be returned from the place of use at the Client's expense and risk.

6. Warranty

NürnbergMesse warrants the customary print quality for the advertisements in the exhibition catalog and for the company logo in the exhibition catalog or exhibition guide, subject to the limits allowed by the print materials. If the advertisement or logo is defective, the Client shall be entitled to a reduction of payment, but only to the extent that the purpose of the advertisement or logo was impaired. Without prejudice to Section 10 of the General Terms and Conditions of Exhibition Marketing, there can be no further warranty claims.

Explicit reference is made to Section 14 of the General Terms and Conditions for Exhibition Marketing.

The prescription period for all warranty claims shall be one year. It shall begin with acceptance of the service, or, if acceptance is not possible because of the nature of the service, after the end of the event.

7. Liability

NürnbergMesse and its vicarious agents will apply the due care customary in the business in accepting and examining advertising texts pursuant to n° 4, but will not be liable if they are misled or deceived by the Client. NürnbergMesse and its vicarious agents will be liable for entries unintentionally omitted, typographical errors, defective execution of any kind, etc., only if the defect was demonstrably caused by willful misconduct or gross negligence.

8. Charges for entries and advertisements

The prices for entries for direct exhibitors and co-exhibitors will be charged as provided in the "Special Terms and Conditions for Participation" in the exhibition. The fees for orders for the exhibition catalog additionally include entries in the product list.

Special Terms and Conditions for On-Site Advertising

1. Outdoor and Indoor Advertising

(1) On-site advertising (hereinafter: Outdoor and Indoor Advertising), if conducted outside the rented booth spaces at the Exhibition Center, is subject to additional charges. Such advertising within the Exhibition Center Nuremberg but outside the rented booth spaces is permitted only for Clients registered

for the event concerned, and only if the Client has previously received a written order confirmation from NürnbergMesse for the intended advertisements.

(2) Outdoor or Indoor Advertising outside the Client's own rented booth space, if not approved or not permitted, will be removed and impounded by NürnbergMesse or its vicarious agents at the Client's expense.

(3) Outdoor Advertising means Client advertising in the form of poster advertisements of various sizes and banner advertising on the outdoor grounds of NürnbergMesse during the booked event.

(4) Indoor Advertising means poster advertisements and any kind of printed and multimedia advertising in diverse media and in various sizes in the interior of the Exhibition Center during the booked event.

(5) These provisions shall apply analogously for all other forms of advertising on the exhibition site.

2. Orders/Making the contract

(1) By placing an order for advertising, the Client is making a binding offer. The order must be placed in writing. NürnbergMesse will accept the offer by sending an order confirmation.

(2) All advertising space is allocated in the sequence in which written orders are received.

The order must comply with the minimum order volume.

(3) The Client has no entitlement to a particular advertising space. If the ordered advertising space is already taken, the Client will be assigned the closest possible available advertising space, at NürnbergMesse's discretion. The Client expressly consents to this arrangement.

(4) NürnbergMesse may refuse orders for advertising that are not received on time.

(5) NürnbergMesse may engage outside companies or subcontractors to provide the agreed services. NürnbergMesse will primarily engage what are known as its "service and contract partners" for this purpose. The Client may object to this engagement only for good cause. Unless agreed otherwise, the third parties will be engaged on behalf and for the account of NürnbergMesse.

3. Prices, terms of payment, right of retention

(1) Unless agreed otherwise, prices stated by NürnbergMesse are understood to be in euros and do not include the value added tax required by law.

(2) Special graphics work and the preparation of films, if final artwork is submitted, will be charged separately. If the Client subsequently requests substantial changes in the originally agreed designs, the Client may be charged separately for the resulting additional cost.

(3) Invoices issued by NürnbergMesse are due and payable in full immediately on receipt.

(4) The Client shall be entitled to rights of offset or retention only if its counterclaims have been upheld beyond legal appeal or are acknowledged by NürnbergMesse. A right of retention shall furthermore exist only if the asserted counterclaim is founded on the same contractual relationship as NürnbergMesse's claim.

4. Deadlines

- (1) Deadlines for sending print materials or posters – to be arranged by the Client – are shown on the applicable order forms or order confirmations.
- (2) The Client is responsible for the timely delivery of the print materials or posters.
- (3) NürnbergMesse will be liable for the timely completion and proper quality of its work only if the Client has duly met its contractual obligations, particularly the obligation to provide materials on time.
- (4) NürnbergMesse assumes no warranty or risk for the procurement of materials or ingredients necessary for creating the advertising. In this regard it shall be liable for willful misconduct or gross negligence only insofar as this restriction is permitted by law and liability is not excluded as provided in the sections below.

5. Responsibility for content

- (1) The Client is responsible for the content of advertising and any resulting harm. The Client assumes responsibility for the content and lawfulness of the graphics and text materials made available for advertising. The Client warrants that the Outdoor and Indoor Advertising that it has ordered and that is carried out using the information and materials it provides does not infringe third parties' intellectual property rights. NürnbergMesse is under no obligation to verify whether the information or materials supplied by the Client in order to provide the services infringe or may infringe third parties' intellectual property rights. For that reason, NürnbergMesse does not warrant that information or materials not provided by NürnbergMesse itself are free from third-party claims.
- (2) NürnbergMesse reserves the right to refuse advertising orders because of their content, origin or technical form, on consistent, objectively justified grounds, if the content, in NürnbergMesse's conscientious opinion, violates the law, regulations established by the authorities, or public policy. The Client will be notified promptly of any refusal of an advertising order. NürnbergMesse furthermore reserves the right to refuse advertising orders because of their content and general visual appearance from the viewpoint of quality and aesthetics, especially if NürnbergMesse cannot reasonably be expected to carry out publication. The Client will also be notified promptly of this refusal as well. NürnbergMesse cannot be held liable for a refused advertising order.
- (3) The same shall apply, and shall entitle NürnbergMesse to immediately cancel the Client's advertising order, in cases where the content and general visual appearance of the advertising, its origin or its technical form does not become known to NürnbergMesse until after the order confirmation has been issued. In this case, Sections 12.(2) and 13 of the General Terms and Conditions for Exhibition Marketing will apply analogously.
- (4) In the event that the Client breaches its obligations under subsections 1 through 3 above, the Client must immediately hold NürnbergMesse harmless from any and all third-party claims for damages and make it whole for all harm that may arise from the infringement of intellectual property rights, and must make advance payments toward costs if so requested by NürnbergMesse.

6. Quality / Delivery of print materials

- (1) The Client is responsible for submitting defect-free print materials. The Client must send any materials needed in order for NürnbergMesse to provide its services, carriage paid to NürnbergMesse's offices or to the location designated by NürnbergMesse, by the agreed deadline. If the Client requests return of the materials it has provided, they will be returned from the place of use at the Client's expense and risk.
- (2) NürnbergMesse will store the materials provided by the Client for one month after the end of the event. If the Client provides original masters (slides, diskettes, etc.), it agrees to prepare duplicates beforehand. NürnbergMesse accepts no liability for Client masters that are not reclaimed within one month after the end of the event.
- (3) An accompanying color proof is to be provided for color printing. Otherwise no responsibility can be accepted for correct color reproduction. NürnbergMesse will request replacements without delay for recognizably unsuitable or damaged advertising masters. NürnbergMesse warrants the customary print quality for poster and banner advertising, subject to the limits allowed by the print masters.
- (4) If defects in the advertising masters are not immediately evident and only become apparent during processing, the Client must accept any resulting additional costs or processing losses.

7. Storage and return of advertising materials

- (1) If the Client requests in a timely manner the return of the advertising materials it has provided, they will be returned from the place of use at the Client's expense and risk.
- (2) In the event of consecutive events, the Client must remove the provided advertising materials at its own expense not later than 6 a.m. on the morning following the end of the event. NürnbergMesse will inform the Client in good time about whether a conflicting event is scheduled.
- (3) Subsections 1 and 2 shall apply analogously for advertising materials that NürnbergMesse produces itself, or arranges to have produced, for the Client.

8. Warranty and liability

- (1) The Client must promptly inspect the services provided by NürnbergMesse and give prompt notice of any defects without undue delay. If defects become apparent only later in spite of a careful inspection, they must be reported promptly after their discovery.
- (2) If the complaint of a defect is justified, NürnbergMesse will either provide a replacement or remedy the defect, at its own choice. If a remedy fails, the Client may withdraw from the contract or reduce the price. A remedy will be deemed to have failed after an unsuccessful second attempt, unless occasioned otherwise by the particular nature of the matter or defect or other circumstances.
- (3) Otherwise, the Client may demand damages in lieu of performance or reimbursement of frustrated expenditures only if NürnbergMesse or its vicarious agents have committed willful misconduct or gross negligence. This limitation shall not apply if liability is established by mandatory law for a breach of an obligation that is essential in order to achieve the entire purpose of the contract, or if the liability results from an injury to life, limb or health.

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(4) The amount of NürnbergMesse's liability shall be limited to the foreseeable loss or damage typical of the contract, except in cases where the loss or damage is caused willfully or through gross negligence, or where the liability results from an injury to life, limb or health.

(5) The foregoing shall not affect liability under the Product Liability Act.

(6) NürnbergMesse will assume the expenses necessary for subsequent performance, including, without limitation, the costs of shipping, infrastructure use charges, and costs of labor and materials. NürnbergMesse will not assume other incidental expenses that result from the defect; in particular, it will not be liable for indirect or consequential damage or losses, such as lost income, lost use, cost of capital or lost profits.

(7) Warranty claims against NürnbergMesse accrue directly to the Client alone, and cannot be assigned.

(8) If the notice of a defect is tardy, any warranty claims shall lapse entirely. The same shall apply if the Client itself makes or has made changes or makes it impossible for NürnbergMesse to determine the defect.

9. Time bar

(1) The Client's entitlement to subsequent performance, damages, reimbursement of expenses or a price reduction because of a defect will be time barred one year after acceptance of the service or, if acceptance is not possible because of the nature of the service, one year after the end of the event. Withdrawals declared after the expiration of the prescription period are invalid.

(2) All other claims of the Client will likewise expire in one year. The prescription period for this purpose shall begin as provided by law.