

General Terms and Conditions

§ 1 General Scope/ Scope of Application

All deliveries and services are exclusively governed by the terms and conditions mentioned below unless expressly stated otherwise in writing. Any agreement made orally and differing from the General Terms and Conditions of Business shall become part of the contract only after previous express consent in writing.

§ 2 Offer / Confirmation of Order / Price

The prices stated in our offer are without engagement. Final prices are subject to our confirmation of order. In case of additional deliveries and/or services not listed/mentioned in the order, the customer shall assume the extra charges. Planning, drafts and drawings are subject to a charge, the calculation of which is based on the Fee Schedule for Architects and Engineers (die Honorarrechnung der Architekten und Ingenieure (HOAL)).

§ 3 Planning, Drafts, Drawing Copyright

Mattheis GmbH shall reserve all rights to design, production, assembly and erection documentation. In the absence of prior written consent by Mattheis GmbH, no part of the documentation may in any form be reproduced or copied or utilised as a production blueprint by others. We are entitled to sign our documentation and to make use of it for advertising and/or promotion purposes. The customer shall reserve all rights to documentation given to us. The dimensions in our drafts and drawings are based on details/figures placed at our disposal by or for the customer. Mattheis GmbH is not liable for the correctness of the dimensions placed at its disposal, unless expressly commissioned to take measurements on site.

§ 4 Delivery and Delivery Deadline

Our deliveries are ex Works or to an agreed upon place of performance. The delivery deadline is that which is stated in our confirmation of order. Mattheis GmbH is not liable for non-observance of deadlines resulting from force majeure such as strikes, natural catastrophes etc. for the duration of the impediment. In such cases the customer is neither entitled to withdraw from the contract nor to claim compensation for damages. In case of delays in delivery caused by Mattheis GmbH, the customer is entitled to withdraw from the contract; claims for damages cannot be asserted.

Additional delivery and service costs to ensure punctual completion, to rectify the consequences due to inaccurate measurements, transport delays, non-observance of delivery dates or faulty workmanship by a third party must be borne by the customer if the additional costs are not caused by or are not the responsibility of Mattheis GmbH. We are entitled to charge the customer for deliveries deemed necessary by us to ensure punctual completion and to remove obstacles during fairstand erection and dismantling. Parts belonging to the customer which are to be integrated in the production or erection of the stand must be shipped carriage paid to our company or another agreed upon location in time. Return shipments of such parts shall be sent carriage unpaid and at the customer's risk. Damage to these parts cannot be charged to Mattheis GmbH.

§ 5 Implementation

Services rendered and purchases made upon request and in the interest of the customer will be charged separately. We cannot be made liable for faults in delivery or performance by outside/third companies consulted by us, unless negligence in the choice of same can be proven. Mattheis GmbH is not entitled to charge a commission for disbursements advanced for the customer.

§ 6 Warranty (Guarantee)

Complaints must be filed in written form immediately in case of deliveries and performances for fairs and exhibitions, and within one week after receipt in case of other deliveries. If the complaint proves to be justified, Mattheis GmbH shall guarantee to repair or replace the delivery (according to its choice). Removal of a defect/fault by a third party is only permissible upon our approval. Further claims or penalties for breach of contract are not permissible. Shortcomings/defects to part of the performance cannot give cause for complaint of the whole, and do not justify a payment delay in the value of the defective parts. Differences in the form, colour, dimensions or composition of the material to the extent allowed in the GVO are not grounds for complaint.

§ 7 Packaging and Transport

Packaging shall be calculated at cost price. The transport shall be carried out at the most favourable possible conditions according to our judgment, unless stipulated otherwise by the customer.

§ 8 Liability and Insurance

Mattheis GmbH shall assume no liability for property supplied by the customer, if its safekeeping has not been agreed upon or confirmed by us in writing, unless damage or loss has been caused through negligent or wilful action by Mattheis GmbH. All consignments/deliveries shall be effected ex Works at the customer's risk. Upon request Mattheis GmbH shall arrange to insure the despatched goods to the extent of their replacement value. The customer is liable for all rented property entrusted in his care to the value of its replacement cost for the complete rental period, i.e. from delivery to collection.

It is up to the customer to insure his property during the time of erection and use against loss or damage of any kind. He is also obliged to insure our tools and accessories used during erection outside our company premises and components he has entrusted to Mattheis GmbH against theft, damage in transit and breakage.

The customer is to insure property which he has given to Mattheis GmbH for storage against fire, water damage and theft. If work papers or documents, such as original copies, models, drawings, negatives etc. entrusted to Mattheis GmbH have a special value, and should be insured against risk, the customer is obliged to arrange for this insurance.

§ 9 Reservation of Ownership

All our performances shall be effected on condition of reservation of ownership. The title of ownership shall be transferred to the purchaser when he has fulfilled all his contractual obligations ensuing from his business connection with Mattheis GmbH. This also applies when the purchaser has paid for part of the delivered goods. In case of unpaid invoices reservation of ownership shall act as security for our debt claims. If payment is effected by cheque, encashment of same shall be regarded as payment. The seizure or transference of articles which are still the property of Mattheis GmbH is prohibited. Actions by a third party, for example seizures, are to be reported to Mattheis GmbH without delay; bailiffs are to be informed of the reservation of ownership. If the customer disposes of items still the property of Mattheis GmbH, upon placing the order he cedes his claims in the amount of the still outstanding debt to Mattheis GmbH.

§ 10 Terms of Payment

Our prices are to be understood in Euro ex works excluding transport and customs costs. Our invoices are payable in full upon receipt, if not agreed upon otherwise. A cash discount requires written agreement between the parties. In case of orders for rented goods, long-term contracts and those with a high order value, the following payments are to be effected: 50% of the probable total amount on confirmation of order, or five (5) weeks prior to the start of the trade fair and/or delivery at the latest; 40% due two (2) weeks prior to the start of the trade fair and/or delivery; the remaining amount immediately upon receipt of final invoice. Payment by bill of exchange is not accepted. In order to avoid unnecessary additional bank charges, payment by bank transfer in time. In case of payment by cheque, a bank fee of 30 Euros minimum will be invoiced.

If agreed upon dates of payment are not kept, the consequences of such delays in payment shall come into effect automatically without a separate payment reminder. Interest payable on arrears shall be calculated at a rate amounting to at least 4% above the prevailing minimum lending rate of the German Federal Bank. Only persons who are fully authorized by us are entitled to carry through statutory collection procedure. Any cancellation of a confirmed order will be subject to a cancellation fee amounting to 50% of the order value; if cancellation occurs one (1) week before fair commencement at least 75% of the order value will be charged.

§ 11 Place of Performance and Place of Jurisdiction

The place of performance and place of jurisdiction is Hanover, insofar as there are no legal regulations to the contrary. In case of disputes with customers abroad the laws valid in the Federal Republic of Germany shall apply exclusively.