§ 1 Scope of application, defence clause

(1) Our following terms and conditions apply to entrepreneurs within the meaning of § 14 BGB, legal entities under public law and public-law organisations. They shall also apply to all future transactions with these contractual partners.

(2) Our terms and conditions apply exclusively to all our deliveries and services as well as our purchases. They are acknowledged by placing an order, order confirmation or acceptance of our deliveries and services.

(3) Terms and conditions of our contractual partner that deviate from the content of our terms and conditions, are not part of the contract, unless we recognise them expressly or in text form. Our terms and conditions shall also apply if we unconditionally fulfil our obligations in the knowledge of conflicting or deviating terms and conditions.

§ 2 Offers, contract acceptance, contract documents, property rights

(1) Our offers are subject to change and non-binding, unless they contain declarations to the contrary. Orders or commissions are only accepted by us when they have been confirmed by us in text form. We can accept offers made to us within 2 weeks.

(2) All agreements must be made in text form in the contract; this also applies to additions and amendments to the contract. Verbal collateral agreements are not made at the time of conclusion of the contract.

(3) We reserve the property rights and copyrights to illustrations, drawings, event concepts, drafts, calculations, samples and other objects and documents. Items in accordance with sentence 1 may not be made accessible to third parties without our consent. Our designs and concepts may not be executed or reproduced in whole or in part by our contractual partner or third parties without our consent. In the event of an infringement of our copyrights or other industrial property rights, we shall be entitled to demand compensation amounting to 10% of the estimated project costs. Our contractual partner reserves the right to prove that we have incurred no or less damage.

§ 3 Prices, price changes, packaging

(1) Services for which fixed prices have not been expressly agreed shall be invoiced at our usual prices valid on the day of delivery or service (current price). Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging. The statutory value added tax is not included in our prices; it will be shown separately in our invoices at the statutory rate applicable at the time the invoice is issued, invoiced to our contractual partner and is to be paid to us by the latter.

(2) If significant changes in the costs of product procurement occur after submission of the offer or after conclusion of the contract, we or our contractual partner shall be entitled to demand an appropriate price adjustment, taking into account the change in the price factors, if deliveries are to be made more than 4 months after conclusion of the contract. Our contractual partner reserves the right to prove that no adjustment or a smaller adjustment is appropriate.

§ 4 Delivery time, partial services, call-off orders

(1) Unless a binding deadline is expressly agreed, production or delivery times shall only be deemed to be approximate. The commencement of the delivery period shall in any case require the clarification of all prior technical and commercial issues. Furthermore, the timely and proper fulfilment of our contractual partner's obligations is a prerequisite for our delivery obligation.

(2) In the event of force majeure or the occurrence of unforeseen obstacles which we are unable to avert despite reasonable care in the circumstances of the individual case, we shall be entitled to postpone delivery and completion by the duration of the hindrance, irrespective of where the obstacles occurred. Such circumstances that extend a delivery period include, but are not limited to: industrial action, official interventions at home and abroad through no fault of our own as well as power failure, delays in the delivery of essential materials or merchandise through no fault of our own, further operational disruptions and operational restrictions also in supplier companies through no fault of our own. Furthermore, the delivery and completion period shall be extended by a reasonable period without special agreement in the event of changes to the contract if these affect the original delivery period.

(3) If our performance becomes permanently impossible due to obstacles beyond our scope of control or due to force majeure, we shall be released from our delivery obligation. If such circumstances occur, our contractual partner shall be entitled to withdraw from the contract after setting and expiry of a reasonable grace period with a warning of rejection. Further claims, in particular claims for damages due to non-performance, late performance, or incomplete performance, are excluded unless we or our senior employees are guilty of intent or gross negligence.

(4) We are entitled to fulfil our contractual obligations in partial performances. Insofar as we store items belonging to our contractual partner, these must be collected from us on request no later than 12 months after the last contract concluded with our contractual partner.

§ 5 Dispatch, insurance, transfer of risk

(1) Deliveries shall be made at our discretion by rail, post, forwarding agent or our own dispatch facilities. Transport costs shall be borne by our contractual partner. The same applies to any additional costs incurred as a result of a contractual partner's deviating mode of dispatch (e.g. express, air freight).

(2) At the request of our contractual partner, we shall cover deliveries with transport insurance; the costs incurred in this respect shall be borne by our contractual partner. Furthermore, we are not obligated to take out transport insurance.

(3) The goods shall in any case be transported at the risk of our contractual partner. If the goods are ready for despatch and if acceptance or despatch is delayed due to reasons beyond our responsibility, the risk shall pass upon receipt of the readiness for dispatch to our contractual partner.

§ 6 Retention of title

(1) The goods delivered by us shall remain our property until full payment of all claims, including future claims, arising from the business relationship, including ancillary claims. The receipt of the invoice amount in one of our accounts shall be deemed as payment. Insofar as cheques are accepted, payment shall be deemed to have been made as soon as the amount of money has been credited to us without any chargeback. In the event of behaviour contrary to the contract on the part of our contractual partner, in particular in the event of default in payment, we shall be entitled to take back the goods, without prejudice to our further statutory rights in such cases.

(2) Our contractual partner is not authorised to use the goods subject to retention of title as collateral, in particular to pledge them or assign them to third parties as security. Our contractual partner must inform us immediately in text form of any seizure or other access by third parties to the goods subject to retention of title so that we can take defence measures. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a request for release, our contractual partner shall be liable for these costs.

(3) If our contractual partner resells the reserved goods, he hereby assigns to us all claims in the amount of our final invoice amount that accrue to him from the resale to third parties, irrespective of whether the reserved goods have been resold without or after processing. Our contractual partner shall remain authorised to collect these claims even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as our contractual partner fulfils his payment obligations towards us, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and there is no suspension of payments. If one of these circumstances exists, our contractual partner is obliged to inform us of the assigned claims and their debtors and to provide information on all details required for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment. If our contractual partner sells the claim(s) assigned to us within the framework of genuine factoring, he hereby assigns to us his present and future claims against the factor from the purchase of resale claims in the amount of our claims, insofar as they relate to the goods delivered by us.

(4) In all cases in which we are entitled to take back the goods in accordance with paragraph (1), our contractual partner hereby agrees to allow the persons commissioned by us to collect the goods subject to retention of title to enter his premises and the rooms in which the goods subject to retention of title are located for this purpose to the extent necessary for the removal of the goods subject to retention of title.

(5) We are obliged to release the securities to which we are entitled at the request of our contractual partner to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we are responsible for selecting the securities to be released.

(6) If our retention of title is not legally effective under the law of the country to which the goods may be delivered, our contractual partner must, at our request, provide a corresponding, equivalent security and maintain it until final payment. If our contractual partner does not comply with this request, we shall be entitled to demand immediate payment of all unfulfilled claims, regardless of any agreed payment terms or any deferment of payment.

(7) Insofar as we are the recipient of goods, we object to the validity of any retention of title stipulated by our contractual partner (supplier) in his favour.

§ 7 Insurance obligation

(1) When renting exhibition stands, our contractual partner is obliged to insure the rental object at its own expense against loss and damage during the rental period, regardless of the reason for these circumstances, at replacement value (of which we will inform our contractual partner on request). Proof of insurance shall be provided to us upon request. Our contractual partner hereby assigns to us the claims to which it is entitled against the insurance company in the event of damage in the amount of our final invoice amount and the ancillary claims.

(2) Our contractual partner is obliged to treat goods delivered under retention of title with care and to insure them at its own expense in accordance with paragraph (1). Insurance claims in connection with deliveries subject to retention of title are hereby assigned to us under the individual conditions and to the extent specified in paragraph (1).

§ 8 User requirements, product quality

(1) Any information on the suitability and application of the goods and services is non-binding and does not release our contractual partner from carrying out its own tests and trials. These are essential in view of the variety of conceivable uses and the particular circumstances of our contractual partners. Even if we provide technical application support, our contractual partner shall bear the sole risk of the success and the technical and economic usability of his work.

(2) Illustrations, drawings, dimensions, weights and surface finishes shown in catalogues, price lists and other printed matter or files are merely approximate values customary in the industry. Our samples and specimens are to be regarded only as approximate illustrations of quality, dimensions and other properties, unless expressly agreed otherwise in individual cases. Our information on the dimensions, properties and intended use of our products is for descriptive purposes only and does not constitute a guarantee of properties or a quality agreement, unless expressly agreed otherwise in individual cases.

(3) We sell series-produced furniture according to samples or catalogues; the subject of the contract is not the sample inspected, but other items of the same type and quality. Customary minor deviations in colour, grain, pattern and shape are in accordance with the contract. The customer shall only be entitled to delivery of the exhibit if this has been expressly agreed. We reserve the right to make design or technical changes, unless the change is unreasonable for our contractual partner. If, after a binding order has been placed, dimensional checks by our employees reveal changes to the delivery item, the contract shall be concluded with the content of the declaration deviating from the order upon our notification of this, unless our contractual partner objects within 2 weeks of receipt of our declaration, although he has been informed of this legal consequence.

§ 9 Notice of defects, warranty, liability

(1) Warranty claims of our contractual partner presuppose that commercial inspection and complaint obligations have been fulfilled. Notices of defects must be given to us within 7 working days of delivery in the case of defects that could be detected in the course of a proper incoming goods inspection, which in any case also includes trial processing or trial consumption, or within 7 working days of discovery of the defect if it could not be detected in the course of a proper incoming goods inspection (as before).

(2) If the conditions set out in (1) above are met and our deliveries or services are defective or lack a warranted characteristic or an agreed quality, whereby a warranted characteristic or an agreed quality only exists if this has been agreed in the individual case, we shall be entitled and obliged to subsequent fulfilment (rectification of defects or replacement delivery). We shall not bear the additional costs for subsequent fulfilment services that arise due to the fact that the goods have been transported to a location other than the place of fulfilment.

(3) Further claims of our contractual partner within the scope of our warranty obligations, in particular for compensation for direct damages (including loss of profit) or for indirect damages (financial losses) and other consequential damages are excluded, regardless of the legal grounds on which the claims are based (impossibility of performance, delay, non-performance, culpa in contrahendo, positive breach of contract or unauthorised action), unless the claims are based on intent or gross negligence on the part of one of our executive bodies or our executive employees. Our liability is excluded for slightly negligent misconduct, unless an essential obligation arising from the nature of the contract, without the fulfilment of which the achievement of the purpose of the contract would be jeopardised (cardinal obligation), would be breached, or a warranted characteristic or agreed quality would not be fulfilled or fraudulent concealment would be given, or liability would be assumed in accordance with mandatory provisions of the Product Liability Act. Limitation of liability shall not apply and we shall be liable in accordance with the statutory provisions in the event of culpable injury to life, limb or health of our contractual partner or if we are liable for defects whose absence we would have guaranteed.

(4) Insofar as our liability is excluded or limited, this shall also apply to the liability of our vicarious agents. In the event of a non-intentional and non-grossly negligent breach of a material contractual obligation, our liability for compensation shall be limited to the amount covered by our public liability or product liability insurance. Indirect damages shall not be compensated. Upon request, we shall grant our contractual partner access to our insurance policies.

(5) The limitation period for warranty claims is 1 year. It begins with the transfer of risk and also applies to claims for compensation for any consequential damages. The statutory liability regulations and limitation periods shall apply to liability arising from intentional, grossly negligent or fraudulent behaviour, as well as liability for the absence of a warranted characteristic or claims under the Product Liability Act.

§ 10 Payments, offsetting, retention

(1) Each payment must be made to us within the agreed period without deductions and free of postage and expenses. Unless otherwise agreed in individual cases, invoice amounts are due for payment upon receipt of the invoice and must be paid to us within 10 calendar days of receipt of the invoice. No deductions of any kind may be made from our invoices, unless a cash discount or other payment reduction has been agreed in individual cases and the conditions for this have been met. We shall not pay interest on advance payments.

(2) Unless otherwise agreed, we are entitled to demand instalments from our contractual partner in accordance with the status of performance/fulfilment. For exhibition stands (purchase or hire) and other exhibition services, unless otherwise agreed in individual cases, the following payments are to be made to us by our contractual partner: 50% of the offer amount upon order confirmation, 50% of the offer amount upon handover of the stand, the remainder after detailed final invoicing.

(3) The basis of our contract conclusion is the creditworthiness of our contractual partner. If reasons become known that give rise to justified doubts as to the fulfilment of the contractual payment obligations, e.g. application for the opening of insolvency proceedings or the occurrence or imminent occurrence of over-indebtedness, insolvency or suspension of payments, we shall be entitled to withhold deliveries not yet made or to withdraw from the contract, if we are not provided with a valuable security within a reasonable period of time.

(4) Our contractual partner shall only be entitled to set-off and retention rights against our claims if his counterclaims have been legally established or expressly recognised by us.

§ 11 Cancellation, termination, withdrawal

In the event of cancellation of an order, termination of the contract or withdrawal from the contract by the Contractual Partner following order confirmation and prior to the commencement of the trade fair, for reasons not attributable to us, the Contractual Partner shall be liable to pay 70% of the total contract value. Where such cancellation, termination or withdrawal occurs within four (4) weeks prior to the commencement of the trade fair, 80% of the total contract value shall become payable. Where such cancellation, termination or withdrawal occurs within one (1) week prior to the commencement of the trade fair, 90% of the total contract value shall become payable. The Contractual Partner shall remain entitled to provide evidence that no loss or damage has been incurred by us, or that the actual loss or damage incurred is lower than the amount charged.

§ 12 Place of fulfilment, place of jurisdiction, applicable law

(1) The place of fulfilment for all obligations and services arising from the contractual relationship is our company's registered office (Ulm/Danube).

(2) The place of jurisdiction for all types of disputes with an authorised contractual partner is our registered office. We reserve the right to take legal action at the registered office or domicile of our contractual partner.

(3) The legal relationship with our contractual partner shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of German conflict of laws provisions and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(4) Should any provision of our terms and conditions be or become invalid in whole or in part, it shall be replaced by the statutory provision. This shall not affect the validity of the other provisions of our terms and conditions and the contract as such.

Terms and Conditions of Business and Sale
fey messe & objektdesign GmbH & Co KG
Status: 23.10.2026

fey messe & objektdesign GmbH & Co KG
Buchbrunnenweg 16
D-89081 Ulm-Jungingen

Phone 0731 / 96 770-0

Limited partnership, registered office in Ulm,
Registry Court Ulm HRA 720849,
Personally liable partner: fey messe & objektdesign Verwaltungs GmbH,
Registered office: Ulm, Registry Court Ulm HRB 721698,
Managing Director: Jürgen Fey, Matthias Simmes