

## General Terms and Conditions for the Advertising Shops of Messe Berlin

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### 1 Area of Validity

- 1.1 The following General Terms and Conditions of the Advertising Shops of Messe Berlin GmbH (“AS-GTC”) shall apply to all advertising products orderable online in the context of events organised by Messe Berlin GmbH.
- 1.2 “Events” within the meaning of these AS-GTC are exhibitions, trade fairs and other event formats that are held as attended events on the premises of Berlin ExpoCenter City or at any other event venue or are offered as digital events complementing attended events (hybrid events) or as purely digital events.
- 1.3 Messe Berlin GmbH (“Messe Berlin”), resident at Messedamm 22, 14055 Berlin, Germany, is either the event organiser or has been entrusted with the task of running the same.
- 1.4 “Platform” designates the exhibition areas for the digital elements of the event.
- 1.5 The “Advertising Packages” contain, depending upon their size, different advertising services, the scope of which may be derived in each case from the Advertising Shop for the respective event. The advertising packages will be offered in addition to the basic entry under the General Terms and Conditions for exhibitors.
- 1.6 With regard to those advertising services orderable via the Advertising Shop, these AS-GTC shall apply take precedence over the General Terms and Conditions for exhibitors as well as over the conditions for use of the digital event formats, unless it should be the case that the respective set of circumstances is not covered by these AS-GTC; in such cases the aforementioned sets of rules shall supplement these AS-GTC.
- 1.7 These AS-GTC apply exclusively to exhibitors at an event organised by Messe Berlin.
- 1.8 Any confirmations to the contrary issued by the exhibitor thereby pointing to its own general terms and conditions of business, purchasing or orders shall not be applied, unless Messe Berlin should explicitly consent to their validity. They shall also not apply should Messe Berlin have explicitly objected to the validity and/or performs its service without any objections.

### 2 Objects of the Contractual Items

- 2.1 Among the objects covered by the event-related advertising possibilities that may be acquired via the Advertising Shop are, for example, advertising banners, sponsoring services, communications tools, goodie bags and particular presentation forms (live streams, videos on demand) that permit interaction with other exhibitors or visitors to the fair or which may be placed at their disposal. The exhibitor will thus as a result be able to increase its entrepreneurial prestige and the marketing potential of its products or services; however, this is explicitly agreed to not be an object of the contract but rather to be regarded as motivation for the exhibitor.
- 2.2 The range of products offered by the Advertising Shop is aimed exclusively at entrepreneurs (within the meaning of Section 14 Para. 1 BGB (German Civil Code), i.e. natural persons, legal entities or partnerships with legal capacity which, at the time of concluding the transaction, are acting in the context of exercising their commercial or self-employed professional activity), as well as legal entities under public law and separate funds under public law.
- 2.3 The details of the digital service (including the technical specifications and running term) are to be gathered from the respective description in the Advertising Shop.
- 2.4 Messe Berlin operates the Platform and the Advertising Shop within the framework of its technical possibilities. There is no entitlement to the impeccable, disturbance-free use of the Platform or Advertising Shop or to a specific level of availability at all times. Messe Berlin shall endeavour to the best of its ability to restore the usability of the system as soon as possible after any

breakdown.

### **3 Contractual Conclusion**

- 3.1 The offers in the Advertising Shop are non-binding and, in terms of their quantities, in part available only to a limited extent.
- 3.2 Orders may only be placed by registered exhibitors who have beforehand received the appropriate login data, which must be treated as confidential by the exhibitor and may only be disclosed to authorised persons connected with the exhibitor.
- 3.3 The presentation of the goods and services in the Advertising Shop does not represent a legally binding offer but an invitation to place an order (invitatio ad offerendum). By clicking the button “Place an order in return for a fee” during the final stage of the ordering process, the exhibitor submits a binding offer to book the digital services displayed in the order overview. Messe Berlin may accept the offer within 5 working days.
- 3.4 Immediately after receiving the offer, Messe Berlin will send the exhibitor a confirmation of receipt of the offer, which shall not constitute acceptance of the same. The offer shall be deemed as accepted by Messe Berlin as soon as the latter declares its acceptance to the exhibitor (by e-mail) or issues the invoice. The contract with the exhibitor shall also only come into being upon acceptance thereof by Messe Berlin if it is intended that the service desired by the exhibitor should already be usable in part, e.g. by uploading content.
- 3.5 Messe Berlin shall decide upon acceptance of the exhibitor’s offer at its own discretion. There is no entitlement to the conclusion of a contract.
- 3.6 Upon conclusion of the contract, the AS-GTC shall become an integral component of the contract concluded with the exhibitor.

### **4 Cooperation Obligations of the Exhibitor**

- 4.1 The exhibitor is under an obligation to examine the service it has booked immediately after its first activation and to report any deficiencies without delay.
- 4.2 When using the booked service, the exhibitor shall adhere to valid law and guarantee Messe Berlin that no third party rights of any kind whatsoever are violated.

- 4.3 The exhibitor shall exempt Messe Berlin from all third party claims of no matter what kind that derive from the illegal nature of the contents it has posted and/or the violation of any such rights and shall refund any reasonable legal defence costs that Messe Berlin might incur.
- 4.4 The exhibitor shall not be entitled to use any mechanisms, software or other scripts in connection with its usage of the Advertising Shop and/or the Platform that might disturb the functioning of the Advertising Shop or Platform. In particular, it may not take any measures that could result in an unreasonable or excessive burden being placed upon the infrastructure of the Platform or Advertising Shop or have a disruptive effect upon the Platform or Advertising Shop.
- 4.5 The exhibitor shall cooperate in the investigation of any third party attacks upon the Platform insofar as such cooperation on the part of the exhibitor is necessary.
- 4.6 In order to gain access to the Advertising Shop, the exhibitor’s authorised ordering party registers itself with its user identification and selects a sufficiently safe password for itself. The exhibitor may only forward the password to these persons or any other relevant users whom it has granted the right to access the Advertising Shop. All actions by which the respective user identification is used are to be assigned to the exhibitor as a general rule. The exhibitor shall be liable for any declarations submitted by third parties under the membership account of the exhibitor to a predictable extent according to the principles of a contract with protective effect in favour of third parties.

### **5 Forbidden Usages**

- 5.1 All contents and information posted by the exhibitor, in particular advertising entries, graphics, banners, hyperlinks and suchlike must be consistent with the valid legal regulations of the Federal Republic of Germany at the given time. All postings of contents or information that are likely to damage Messe Berlin or its public image are also forbidden. Accordingly, it is especially forbidden:
  - a) to post contents in violation of the provisions of data protection laws, fair trade laws, penal laws, copyright laws as well as laws on the

protection of privacy and industrial property rights;

- b) to post contents of an insulting, slanderous, anti-constitutional, racist, sexist or pornographic nature.

5.2 Furthermore, all forms of usage are forbidden that are intended or clearly likely to endanger the security or availability of the Advertising Shop or the Platform, to render the same non-operational or to prevent, make more difficult or delay the usage thereof.

5.3 Should Messe Berlin determine any violation of the above paragraphs, it shall be entitled to block access for the exhibitor to the online portal with immediate effect and to exclude the exhibitor from any further availability of the Advertising Shop and/or Platform. Messe Berlin, however, shall not be subject to any corresponding obligation to examine the contents of the exhibitor.

## **6 Rights of Usage**

6.1 The exhibitor grants Messe Berlin all rights necessary for the usage and contractually conform activation of the booked advertising service, in particular the right of storage, reproduction, publication, digitalisation, granting of public access and the right of editing, insofar as this should be necessary for the implementation of the contract.

6.2 The rights of usage enjoyed by Messe Berlin also include the right to advertise for the purpose of self-promotion, for example in the context of a reference archive or for presentations.

## **7 Suspension of the Service**

7.1 Messe Berlin is permitted to suspend the booked service with immediate effect should there be any indications that the latter is illegal and/or violates the rights of any third parties. Indications of illegality and/or the violation of rights are given in particular should the authorities and/or any other third parties take measures of no matter what nature against Messe Berlin and/or the exhibitor and said measures should be based upon an accusation of illegality and/or the violation of rights. The suspension of the activation of the service is to be repealed as soon as the suspicion of illegality and/or the violation of rights has been allayed.

7.2 The exhibitor is to be informed of the suspension of the activation of the advertising

measures close to the event and called upon to allay the suspicion within a set deadline. Should the deadline expire without fruition, Messe Berlin shall be entitled to cancel the agreement with immediate effect. In the case of digital products, the exhibitor shall be entitled, within the deadline set, to demand the activation of a different advertising service and/or linkage to a different internet site. The extra costs incurred as a result of this shall be borne by the exhibitor.

7.3 Messe Berlin reserves the right, in the case of a well-founded suspicion of abuse or any other significant irregularities regarding the usage of the Platform or Advertising Shop on the part of the exhibitor (e.g. disturbance of the functional capability of the Platform; violation of legal regulations or any other legitimate interests, in particular for the protection of other exhibitors or other visitors to the digital event in order to protect them against fraudulent activities), which could affect the legitimate interests of Messe Berlin or of third parties

- a) to block the exhibitor's account temporarily or permanently, as well as
- b) to delete any posted contents.

7.4 The possibility of accessing the Platform via the internet is given only within the context of state-of-the-art technology. The availability of the Platform at all times is not owed. Technical disruptions, regardless of whether Messe Berlin bears the responsibility for them or not, cannot be ruled out. The exhibitor must, especially in areas beyond the sphere of influence of Messe Berlin, reckon with restrictions upon availability due to disruptions to data transmission in the subnets of the internet that are involved.

## **8 Prices, Payments**

8.1 The current prices of the goods and services may be viewed in the Advertising Shop. The prices indicated on the website of the event at the time of the placement of the order are the decisive criteria. The statutory rate of VAT is not included in the indicated final price, unless declared otherwise.

8.2 Insofar as nothing to the contrary is agreed, the exhibitor shall pay the amount indicated in the order using the pre-selected method of payment. The purchasing price shall mature for payment immediately

and without any deductions after the conclusion of the contract. Partial payments or payment by instalments are not allowed. The payment obligation is not deemed fulfilled until such time as the amount has been credited to one of the bank accounts indicated on the invoice. Messe Berlin is entitled to exercise its right of retention in the event of default on payment.

## 9 Warranty Rights, Force Majeure

- 9.1 Defects shall be rectified free of charge. Any defects and errors determined are to be reported to Messe Berlin plausibly immediately subsequent to their detection in text form.
- 9.2 Messe Berlin has the right to continuously further develop all services according to technological possibilities. Exhibitor's claims based on warranty rights may be derived from this only if, subsequent to such an adjustment, a noticeable negative impact is objectively determinable and this is reported immediately.
- 9.3 Messe Berlin shall not be liable for the impossibility of performing the service or for any delays in the performance of the service insofar as these should have been caused by Force Majeure or any other occurrences that could not have been predicted at the time of the conclusion of the contract (such as disruptions to business operations of all kinds, problems with the purchasing of materials or energy, transport delays, strikes, legal lockouts, a lack of workers, energy supplies or raw materials, problems with obtaining necessary official permits, pandemics or epidemics, regulatory measures, failures to deliver or incorrect or unpunctual deliveries from suppliers despite Messe Berlin having concluded a congruent hedging transaction) for which Messe Berlin does not bear the responsibility. Insofar as any such occurrences should make it significantly more difficult or impossible for Messe Berlin to perform the delivery or service and should the obstacle thereto be one of a not merely temporary duration, Messe Berlin shall be entitled to rescind the contract. In the case of obstacles of a temporary duration, the deadlines for the service or performance shall be deferred by the length of time for which the hindrance persists plus a reasonable restart period. Insofar as it cannot reasonably be expected of the exhibitor that it should accept the delivery or

performance as a result of the delay, the latter may rescind the contract by submitting an immediate written declaration to Messe Berlin. No further-reaching compensation claims are given.

## 10 Liability

- 10.1 The strict liability of Messe Berlin in its capacity as lessor for any material defects to the website at the time of the conclusion of the contract is excluded.
- 10.2 Messe Berlin shall not be liable for the functional capability of the connections to its server or for power or server failure that do not lie within its sphere of influence.
- 10.3 Beyond the rendering of its own services owed under the terms of this contract, Messe Berlin shall not be responsible for any failure to achieve the communicative purposes pursued by the exhibitor when booking the service, as these merely represent the motives of the exhibitor but have not become part of the main contractual obligations.
- 10.4 Messe Berlin is liable for losses that are caused by wilful intent or gross negligence by Messe Berlin, its legal representatives, leading executives or vicarious agents, regardless of the legal grounds.
- 10.5 Messe Berlin shall be liable to pay compensation in cases of simple negligence, subject to the proviso of statutory restrictions upon liability (for example due diligence with respect to one's own affairs), only
- for losses resulting from the violation of life, limbs or health and
  - for losses resulting from the violation of a cardinal contractual obligation. "**Cardinal Contractual Obligations**" are obligations, the fulfilment of which renders the orderly implementation of this contractual relationship possible in the first place and the adherence to which the respective contractual party is entitled regularly to place its trust. Should a cardinal contractual obligation be violated, Messe Berlin's obligation to pay compensation is, in cases of simple negligence, restricted in terms of its amount to the types of losses which, at the time of the conclusion of the contract, are predictable and typically occur in connection with this kind of contract.

10.6 Insofar as liability on the part of Messe Berlin is excluded or restricted, this shall also apply with respect to the vicarious agents and legal representatives of Messe Berlin.

10.7 The above exclusions of and restrictions upon liability shall not apply to the culpable or negligent violation of the life, limbs or health of human beings as well as for explicitly guaranteed properties and under the terms of the Product Liability Act.

10.8 The exhibitor, as a matter of principle, is responsible for all activities undertaken using its exhibitor's account. Should the exhibitor not be responsible for the misuse of its exhibitor's account as it had not violated its given due diligence obligations, it shall not be liable.

## **11 Cancellation, Postponement**

11.1 Insofar as a digital event should not be held by Messe Berlin, each contractual party shall bear its own costs incurred in connection with the booking in the Advertising Shop. Further-reaching mutual claims are excluded. Any down payments made will be refunded.

11.2 Insofar as a digital event should be postponed by Messe Berlin, the contractual conditions shall also apply to the new period of time. No mutual claims of any nature whatsoever shall result from the postponement itself.

11.3 The cancellation of an attended event shall have no influence whatsoever on the booking undertaken by the exhibitor, unless it should be the case that the digital event does not take place either; in this case, Para. 1 of this section shall apply.

## **12 Running Term, Cancellation**

12.1 The respective contractual relationship shall be concluded for the term that may be derived from the respective article description. Should no such term be indicated, the exhibitor shall hold a claim to the rendering of the service that is the object of the contract only for the duration of the event in question but not during the run-up to the event or thereafter.

12.2 The right to cancel the contract with immediate effect on important grounds (e.g. should the exhibitor default despite having received a warning) shall remain unaffected.

## **13 Amendments to these AS-GTC**

Messe Berlin reserves the right to amend these AS-GTC, as well as any descriptions of services and prices connected therewith, at any time and without giving any reasons. Those AS-GTC that are retrievable at the time of the conclusion of the contract shall apply in each case.

## **14 Miscellaneous**

14.1 Bookings in the Advertising Shop are made in either the German or English language. In the event of any disputes concerning the interpretation of these AS-GTC, it is the German version that shall be decisive.

14.2 The relations between the exhibitor and Messe Berlin shall be based exclusively upon German substantive law under exclusion of the United Nations Convention on the International Sale of Goods (CISG).

14.3 Should the exhibitor be a merchant, legal entity under public law or a special fund under public law, or should it have no general court of jurisdiction in the Federal Republic of Germany, Berlin shall be the place of fulfilment and the court of jurisdiction for all disputes connected with this contractual relationship.

14.4 Should one or more provisions of these AS-GTC be or become wholly or partially invalid, the remainder of these AS-GTC shall continue to be valid. Invalid provisions are to be replaced by ones that come closest to the purpose being pursued by the parties. The same shall apply analogously in the event of a contractual loophole.