

Terms and conditions for the supply of floral arrangements

Order placement

(1) To place a binding order in Messe Frankfurt's Shop for Exhibitor Services, click on the "I hereby place a binding order" button in the shopping cart. This automatically submits the order.

(2) Last-minute orders (orders placed within four working days of the start of the trade fair or during the event) may be subject to a 25% express surcharge. Last-minute orders can be placed Monday to Friday from 8 a.m. to 6 p.m. and Saturday between 8 a.m. and 2 p.m. These orders cannot be cancelled.

2. Description of services to be provided

(1) Plants and flowers vary greatly, so it is important to remember that the floral arrangements you receive may look somewhat different than the photos found in the Shop for Exhibitor Services. This is proof that each floral arrangement is individually prepared using fresh flowers. Even so, our supplier does their utmost to ensure that the floral arrangements provided look like those shown in the photos our shop.

(2) Messe Frankfurt Venue GmbH shall not be liable for damage and subsequent damage resulting from delay or delivery difficulties unless they are caused by gross negligence or by intent, or unless the delivery date was expressly accepted as binding.

(3) Messe Frankfurt Venue GmbH expressly declares that weather conditions can cause delivery difficulties, such as when it is not possible to deliver fresh floral arrangements without their being damaged. In such cases, not even guaranteed delivery dates can be met, and it may sometimes be possible to agree a replacement delivery; Messe Frankfurt Venue GmbH shall not be liable for this.

(4) Messe Frankfurt Venue GmbH may cancel agreed deliveries if invoiced sums that are due have not been paid by the delivery date or if enforcement measures have been undertaken against the exhibitor and the exhibitor has not paid in advance.

(5) Waiting periods of over thirty minutes for which the exhibitor is responsible will be invoiced separately.

3. Ownership rights and copyrights / retention of title

(1) Messe Frankfurt Venue GmbH reserves the title, copyright and rights of exploitation to the offer documentation and all other materials, specimens, etc., to which the exhibitor gains access as a result of the negotiation and/or implementation of the contract. Such documentation may not be passed on to, or made available to, third parties (even in part) without the consent of the title holder; it is to be returned without delay upon request and upon termination of the contract.

(2) If Messe Frankfurt Venue GmbH delivers to the exhibitor goods which the exhibitor has purchased, ownership of such delivered goods remains with Messe Frankfurt Venue GmbH until the purchase price has been paid in full. On ordering and placing contracts, the parties to the contract agree a *constitutum possessorium* as a condition precedent. If the exhibitor makes payments by money transfer, the retention of title terminates once the amount due has been credited to the service provider's account; in the event of payment by means of a non-negotiable cheque, it terminates 14 days after Messe Frankfurt Venue GmbH pays in the cheque at its bank.

(3) The floral arrangements you order will be delivered at the desired time within the hours set out under section 1 item 2. If the recipient is not present and it is not possible to give the floral arrangements to a third party, the courier will contact the customer. That is why it is essential that the customer provide their own name (or the name of a contact person) and a current mobile phone number when placing their order.

If the customer requests a second delivery, they shall be responsible for the cost thereof.

4. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices before the performance of services.

(2) The charges listed in the currently valid price list shall be binding upon both parties. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been finally determined by a court of law.

(4) The currently valid price list shall apply.

(5) Messe Frankfurt Venue GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes, etc. This fee will be shown on the modified invoice.

5. Cancellation by the customer

The customer may cancel an order for flower arrangements by submitting a written cancellation to Messe Frankfurt Venue GmbH no later than 14 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if provision of the respective service(s) – or parts thereof – has not yet commenced. Should Messe Frankfurt Venue GmbH notify the customer that cancellation is not possible because the provision of the ordered services has already commenced, this notification shall be binding. Messe Frankfurt Venue GmbH has no obligation in such cases to prove that work had already commenced at the time the cancellation request was received.

The foregoing provisions shall apply analogously to any changes to the ordered service(s).

6. Warranty

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Messe Frankfurt Venue GmbH, which may provide replacement at any time.

The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects suffered by the customer due to natural wear, moisture, intense heat, cold, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Messe Frankfurt Venue GmbH without undue delay of any defects and to provide Messe Frankfurt Venue GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder or prevent the assessment and rectification of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the trade fair.

7. Liability

Messe Frankfurt Venue GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Messe Frankfurt Venue GmbH shall only be liable for simple negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

8. General conditions

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties. Any differing general terms and conditions of business or purchase of the customer shall not apply, even if the customer has referred to these and Messe Frankfurt Venue GmbH has not specifically rejected them.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.