

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF ADMISSION TICKETS VIA THE ONLINE SHOP MESSE TICKET SERVICE (HEREINAFTER CALLED "MTS") OF LANDESMESSE STUTTGART GMBH (HEREINAFTER CALLED "LMS")

As at September 2018

We hereby expressly refer to the provisions of the **House Rules of LMS**, which shall apply to the entire premises of LMS, especially the outdoor area, the trade fair centre piazza, the exhibition halls, the ICS International Congress Center Stuttgart and the administrative building of Landesmesse Stuttgart GmbH. The House Rules are displayed on the premises of LMS and can be read, downloaded and printed out via a link during the order process and via the website of LMS "<https://www.messe-stuttgart.de/en/exhibitors/registration>".

These General Terms and Conditions shall apply to both trade visitors and private visitors, unless a corresponding reference expressly prevents the particular regulation from being applied either towards trade visitors or private visitors.

1. Messe Ticket Service

MTS is an online portal operated by LMS for the purchase of admission tickets for own events of LMS and for selected guest events. Tickets shall be sold via MTS solely in the name and for the account of the particular organiser.

2. Conclusion of contract, contractual relations, due date, invoicing

2.1 MTS shall make offers to conclude contracts for the events stipulated therein.

The contract shall come about when the purchaser orders admission tickets via MTS. All orders shall be accepted and executed solely in accordance with these General Terms and Conditions. Any different terms and conditions of the ticket purchaser shall not apply even if LMS does not expressly object to them. This provision shall apply irrespective of whether the terms and conditions of the ticket purchaser differ from these General Terms and Conditions or supplement them. Additional agreements shall only be legally binding if they are confirmed in writing by LMS.

2.2 Contractual relations shall only come about between the legal purchaser and owner of the ticket and the particular organiser (LMS in the case of own events of Messe Stuttgart; the particular guest organiser in the case of guest events).

2.3 If tickets include entitlement to use public transport operated by the Stuttgart Public Transport Authority (VVS), the contract of carriage shall only come about between the transport company belonging to VVS and the holder of the ticket.

2.4 On receipt of the order, the ticket purchaser shall receive the invoice solely by e-mail in the PDF format. . This e-mail shall contain a link for electronic downloading of the admission ticket purchased via MTS. The ticket price and any handling fees shall become due for payment as soon as the contract has been concluded. All ticket prices shall be final prices including VAT.

2.5 By making an online order, the ticket purchaser shall hereby accept the invoice and electronic transmission of the invoice. The ticket purchaser shall not be entitled to request invoicing in the form of a paper invoice. External service providers shall be used to process the payment.

2.6 LMS expressly refers to companies' retention and archiving obligations regarding documents received electronically, especially according to the German Tax Code, the Turnover Tax Act, the Commercial Register, the principles of proper computerised accounting systems (GoBS)) and the principles for data access and verifiability of digital documents (GDPdU). In accordance with GDPdU and § 14b of the Turnover Tax Act, the e-mail sent by LMS with the invoice attached as a PDF file shall be retained and archived digitally.

2.7 LMS shall not be liable to losses which are caused through improper handling or inadequate technical equipment of the invoice recipient in connection with invoices that are transmitted to him/her electronically. LMS shall also have no liability for invoices or input tax deductions which are not accepted by the tax office, unless LMS was responsible in this respect.

2.8 It shall not be permitted to resell tickets. In the event of contravention of the above-mentioned regulation, LMS shall be entitled to refuse to sell tickets to the person in question in future and ban him/her from entering the premises of LMS.

3. Limitation of the liability of LMS

The liability of LMS towards ticket purchasers shall be restricted as follows: the liability of LMS, its legal representatives and its agents shall be excluded in principle..

However, the liability exclusion according to Sentence 1 shall not apply

3.1 in the case of liability under the Product Liability Act,

3.2 in the case of Intentional action by LMS or its legal representatives or its agents,

3.3 in the case of grossly negligent action by LMS or its legal representatives or its agents,

3.4 in cases involving loss of life, physical injury or damage to health, which is due to a negligent infringement of an obligation by LMS or its legal representatives or its agents,

3.5 in the case of culpable infringement of a material contractual obligation (cardinal obligation) by LMS, its legal representatives or its agents. Liability towards companies within the meaning of § 14 of the German Civil Code (BGB) shall be restricted here to the amount of damage which is foreseeable on conclusion of the contract and is typical for such a contract. Material contractual obligations (cardinal obligations) are obligations that protect substantial contractual legal positions of the ticket purchaser, which the contract specifically has to accord him/her on the basis of its content; other material contractual obligations shall include obligations whose fulfilment is essential to enable proper implementation of the contract and in the adherence to which the ticket purchaser has regularly trusted and may trust.

3.6 A change in the burden of proof to the detriment of the ticket purchaser shall not be related to the above provisions.

4. Binding purchase, absence of a right of withdrawal

4.1 The purchaser shall have no right of return or refund in respect of admission tickets, unless the event is cancelled. In the event of cancellation of the event, the ticket purchaser and owner shall be reimbursed by the particular organiser for the cost of the ticket if the ticket purchaser and owner asserts his/her return and refund request in writing or by e-mail (rechnungen@messe-stuttgart.de)

before at the latest two weeks after the originally scheduled event date (start) and notifies his/her full bank account details to MTS. Cash refunds shall not be possible,.

4.2 According to § 13 of the German Civil Code, consumers ("A consumer is every natural person who concludes a legal transaction for purposes which cannot primarily be assigned to either his/her commercial activity or self-employment"). shall also have no right of revocation according to § 355 of the German Civil Code on account of § 312 g (2) No. 9 of the German Civil Code.

5. Assurances by the customer

5.1 The ticket purchaser shall give an assurance that all the information provided by him/her during registration are true and correct.

5.2 The ticket purchaser shall also give an assurance that he/she is of legal age at the time of purchase of an admission ticket via MTS.

6. Information on data protection

Within the context of this contractual relationship, LMS processes various personal data for different purposes (contract performance, legitimate interest, such as advertising, to the extent permitted by law). You can view the details on our website at any time under the link <https://www.messe-stuttgart.de/privacy>.

7. Applicable law, place of performance, place of jurisdiction, saving clause

7.1 German law shall apply to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

7.2 The place of performance shall be Stuttgart.

7.3 If the ticket purchaser is a merchant, a legal person under public law or a special asset body under public law, or if the ticket purchaser does not have a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising directly or indirectly from the contract shall be Stuttgart District Court or Stuttgart Regional Court depending on the scope of competence.

7.4 If one of the provisions of these General Terms and Conditions is or becomes invalid or unenforceable, the validity of the other provisions shall not be affected. § 139 of the German Civil Code shall not apply. The contracting parties shall be obliged to replace this invalid or unenforceable provision by a valid provision which corresponds to what the contracting parties would have agreed after taking account of the purpose of the contract if they had known about the invalidity or unenforceability of this provision at the time of conclusion of the contract. This provision shall also apply to any loopholes in the contract.