

**General Terms and Conditions of FCL GmbH,
Birkenweg 12 – 14, 91792 Ellingen
Date: 01/2025**

Offers and acceptance of orders are made exclusively based on our general terms and conditions. Deviations and changes must always be made in writing. By placing an order, the client agrees to the general terms and conditions.

I. Scope of services

Quotations and execution of orders are carried out on a rental basis using materials from our inventory. Any deviations will be explicitly stated. The quoted prices apply exclusively to the event specified by name, location, and date.

Purchased items such as flooring, graphics, or custom components will be clearly marked and become the property of the customer upon full payment. This entails further obligations for the customer.

Typically, each offer includes the following costs:

1. a design drawing with corresponding calculation,
2. Plans and construction drawings,
3. technical applications on behalf of the customer and authority of the customer,
4. preparatory office and warehouse work,

Any additional tasks will be billed separately:

1. Preparation, commissioning and transport of the stand construction material to the exhibition site and back,
2. Hotel and travel costs stand construction including floor laying,
3. Electrical installation from trade fair connection,
4. Rental of Equipment,
5. Additional work will be billed at the currently valid rate against proof.

II. Exclusion of benefits

Unless explicitly stated in the offer, the following services are excluded:

1. trade fair site costs, especially for organizer-side connections, rigging points, and time slot bookings for setup/dismantling,
2. floral decoration, unless explicitly part of the offer,
3. waste disposal at the exhibition site,
4. end of show and ongoing cleaning,
5. disposal of customer material after use,
6. any services not expressly stated in the offer or agreed upon in writing.

Unless otherwise agreed in writing, the client is responsible for the following costs incurred by the contractor or charged to the contractor by third parties:

1. costs for empty/full storage, packaging, disposal, use of auxiliary equipment (e.g., pallet trucks, forklifts)
2. organizer-side fees for early setup or extended dismantling times, night work, rigging points
3. trade fair connection fees for electricity, compressed air, water, telecommunications
4. cleaning, booth security, catering, special transports, Sunday/public holiday travel, parking fees
5. organizer-side costs for fire safety, TÜV/DEKRA inspections, etc.

Preparation of required structural reports as well as any missing construction or material certifications not known at the time of quoting are not part of the offer and will be invoiced separately based on effort.

Lifting equipment required for installation, both for personnel and materials, as well as rigging accessories for lighting structures, are not included in the offer and will be billed separately. The exhibitor will be informed in advance of these costs, where known.

III. Delivery time and assembly

Unless an explicit deadline for the start or completion of services has been agreed, the stated completion/delivery date is approximate only.

If the client makes changes to the order after the contract has been concluded, any agreed deadlines or delivery dates will become non-binding. This also applies to delays not caused by the contractor, particularly delays in

receiving necessary documentation or materials from the client.

In cases of operational disruptions not caused by the contractor or its suppliers/subcontractors (e.g., work stoppages, strikes, lockouts, or force majeure events), the delivery/completion period will be extended accordingly.

If performance becomes impossible due to such disruptions, both parties are entitled to withdraw from the contract. In this case, the contractor is entitled to payment for services rendered up to that point, including any third-party costs incurred in reliance on the contract. Any further claims for damages are excluded on both sides.

IV. Acceptance and delivery

Acceptance or handover generally takes place formally and immediately after completion. The client agrees to be present at the acceptance appointment or be represented by an authorized delegate. In special cases, an acceptance appointment one hour before the start of the trade show is considered reasonable.

Any outstanding partial services or reported defects will be resolved as quickly as possible. As long as they do not significantly impair the function of the subject matter, they do not justify refusal of acceptance.

If the client uses the service or part of the service without formal acceptance, acceptance is considered to have occurred through the act of use.

If the contractor's materials and services are provided to the client on a rental basis, a formal return inspection must take place immediately after the trade show ends, at the contractor's request.

V. Reservation

Our offer, including planning, is subject to approval by the trade fair organizer. We reserve the right to make appropriate adjustments to the planning and execution in response to unforeseen local conditions and to charge the resulting additional effort based on actual cost.

VI. Liability

If quotations are prepared based on the client's information and documentation provided by the exhibition management, the contractor assumes no liability for the accuracy of such information unless its incorrectness or unsuitability was not identified due to gross negligence or intent.

Unless explicitly stated otherwise, the materials we use are rented, regularly maintained and refurbished. Minor wear and tear does not constitute grounds for complaints or price reductions.

The client must ensure appropriate insurance coverage for the rented material during the exhibition period and from handover until collection after the event.

The exhibitor is liable for any loss due to damage or theft. Missing or damaged items will be invoiced at full replacement value.

We accept no liability for handling, assembly, or packaging of customer-provided materials.

VII. Validity of the offer

Our quotations are valid for up to four weeks from the date of issue.

Offers are non-binding until accepted and are based on the rates, tariffs, and cost calculations valid at the time of the event. A contract is formed upon written order confirmation from the contractor.

Quoted prices are valid only for complete orders of the object in question.

Orders received later than eight weeks before project start must first be reviewed for feasibility. We therefore request orders to be placed no later than eight weeks before setup begins.

Graphics work is based on the timely delivery of print-ready files.

VIII. Prices and terms of payment

All prices are inclusive of the value added tax valid on the day of invoice. Unless otherwise agreed, the following payment terms apply:

1. 60% of the order value against actio. - Requirement when awarding contracts
2. 40 % of the contract value plus Value-added services at handover
3. Graphics and purchase material are charged separately and become due upon order.

Invoices are due immediately upon receipt without any deductions.

In case of cancellation:

1. up to 45 days before the event, 20% of the order value is due,
2. up to 28 days before, 50%,

3. after that, the full order value.
If the order consists of multiple sub-orders (e.g., different booths at different times/locations), the same payment schedule applies to each.

Orders or changes requested or confirmed less than 45 days before the start of setup will incur a 25% surcharge.

All further orders or changes from day 21 before setup will incur a 50% surcharge, and from day 7 before setup a 100% surcharge—provided FCL GmbH confirms the assignment.

IX. Copyright

All plans, sketches, and designs created by Fair Congress Logistics GmbH are fully protected under copyright law. The client is not permitted to use these documents for construction projects—either independently or through third parties.

This also applies to the reproduction of any previously executed projects or parts thereof.

Unless explicitly and contractually agreed otherwise in writing, all offers, plans, designs, drawings, production and assembly documentation, and descriptions of event concepts remain the sole property of the contractor.

The client undertakes to refrain from any use of these materials in all forms, in particular reproduction, distribution, disclosure to third parties, or making modifications without the contractor's explicit permission.

If the client breaches this obligation, they agree—without prejudice to additional claims for injunctive relief or damages—to compensate for the preparation costs of the materials, plus a reasonable usage fee.

X. Miscellaneous

The cost calculation is based on standard installation and dismantling periods appropriate for the booth size, assuming ground-level access. Significant shortening of installation times or other hindrances causing delays will be billed to the client according to actual effort.

Services not included in the quotation but carried out at the client's request, or additional expenses resulting from:

1. incorrect information provided by the client or trade fair organizer,
2. transport delays not caused by us,
3. insufficient hall or floor conditions,
4. delays or defects in preliminary work by third parties (if these are not subcontractors of the contractor),

will be invoiced to the client. The basis for calculation is Section VII of these terms.

The exhibitor is requested to provide all documents relating to technical specifications, setup and dismantling schedules, or special trade fair information, as well as at least three setup passes.



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Fair Congress Logistics GmbH is entitled to carry out accepted orders either with its own personnel or through subcontractors, without requiring separate approval.

Fair Congress Logistics GmbH undertakes to comply with and monitor all legal requirements, particularly with respect to minimum wage, working time regulations, and relevant accident prevention regulations.

Fair Congress Logistics GmbH and its subcontractors each maintain business liability insurance.

The place of jurisdiction and performance for all mutual claims is the district court responsible for Fair Congress Logistics GmbH. No additional arbitration bodies are stipulated.



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