

General terms and conditions for individual travel services from MESSE HOTEL 24 GmbH As of 09.2024

Dear customer,

the following general terms and conditions will become the content of the service contract for the provision of intermediary services between you (hereinafter referred to as "customer") and MESSE HOTEL 24 GmbH (hereinafter referred to as "GmbH") when the contract is concluded. The following provisions supplement the statutory provisions of sections 611 f. BGB and fill them out. **You are requested to read the following general terms and conditions carefully before booking!**

I. Position of MESSE HOTEL 24 GmbH; applicable law

1. The GmbH provides the advertised individual travel services (e.g. arranging hotel accommodation, a trade fair service or a shuttle service (hereinafter referred to as "travel services")) as a service provider and contractual partner of the customer.

2. The legal relationship between the GmbH and the customer is primarily based on the agreements made with the GmbH, in addition to these terms and conditions, or alternatively sections 611 f. BGB application.

3. Insofar as there are international or European law provisions that must be applied to the contractual relationship with the GmbH and there are no other regulations in favor of the customer, only German law applies to the legal relationship with the GmbH.

II. Formation of the contract

The customer can make reservation inquiries to the GmbH by email, fax or using the reservation request option on the GmbH website. On the basis of the data to be obtained from the reservation request, the GmbH makes a non-binding offer to the customer for the conclusion of a service contract by email or fax. If the customer signs the non-binding offer of the GmbH and sends it back to the GmbH, the customer hereby submits a binding offer to conclude a service contract, to which the customer is bound for seven calendar days. The GmbH can accept this binding offer from the customer by sending an order confirmation or an invoice to the customer by e-mail or fax; the service contract is concluded upon receipt of the same.

III. Services; proviso of rebooking; Price fixing / change; Defects;

The service contractually owed by the GmbH is based on the customer's binding offer accepted and any additional agreements made. If the customer wants to change or supplement the contractually agreed services after the service contract has been concluded with the GmbH, this requires a further agreement in text form with the GmbH. If, on the part of the GmbH, changes or additions are made to the essential content of the contract, but have not in turn been brought about in good faith, then these are only possible insofar as the contractually owed services are not significantly impaired. Should warranty claims arise for the customer due to a change in the essential content of the contract, these remain unaffected.

1.
 - a. In the case of arranging hotel accommodation, the GmbH arranges hotel rooms for the customer for a specific period during a specific trade fair / event. As a rule, the demand for hotel accommodation at times of trade fairs / events exceeds the hotel room contingent available on the market.

The GmbH provides the customer with hotel rooms for a specific period of time, the decisive factor here is the hotel category requested by the customer as well as the maximum distance to the trade fair / event. There is no entitlement to accommodation in the hotel that can be found in the customer's binding offer. The GmbH reserves the right to fulfill the service contract insofar as the customer is accommodated in a hotel, at least in the same category, as well as in a comparable or even shorter distance from the trade fair / event. The hotel category is determined according to the Dehoga hotel classification or (if one has not been assigned) according to its standards. A comparable distance is also a distance that is a maximum of 15 km more from the event location of the trade fair / event - based on the location of the previous hotel accommodation; The shortest distance calculation determined by the map service "Google Maps" from the US company Google LLC is decisive for the calculation of the distance, based on the car use.

In the case of arranging hotel accommodation, the subject of the contract between the GmbH and the customer - if no further agreement (such as B&B, half board or VP) has been reached - is only the provision of the hotel room. Should the customer benefit from additional services such as parking, the use of a minibar, which may be available, the use of the room telephone, the consumption of drinks, food, etc. on site, the customer must pay these services directly to the respective hotel operator.

The GmbH is not obliged to announce the reserved hotel or accommodation or to send hotel confirmations to the customer. This is to avoid, among other things, that the customer receives an alternative offer from the hotel operator.

b. In the event of arranging a trade fair service, the GmbH only provides the customer with its own cooperation partners. Any contracts are concluded exclusively between the customer and the respective cooperation partner of the GmbH. There are therefore no contractual claims against the GmbH based on the use of a trade fair service.

c. In the case of arranging a shuttle service, the GmbH only provides the customer with IQ RENT GmbH. Any contracts are concluded exclusively between the customer and IQ RENT GmbH. Contractual claims against the GmbH based on the use of a shuttle service therefore do not arise. d. Should the GmbH make the provision of air travel available in the future, the customer is only entitled to claims against the operating air carrier in accordance with the Passenger Rights Regulation No. 261/2004 in the event of denied boarding against his will, cancellation of the flight and delayed flight.

2.
 - a. In the case of arranging hotel accommodation, the contractually agreed price is binding if the period between the time the contract is concluded and the first day of the contractually agreed hotel use is a maximum of one year. If the period between the time of the conclusion of the contract and the first day of the contractually agreed hotel use exceeds the period of one year, the GmbH reserves the right to react to any price increases based on the booked hotel in such a way that it accepts the price increase of the hotel passed on to the customer, however a maximum of 10% of the original price. If the price of the booked hotel should increase, the GmbH must provide evidence of this to the customer. The GmbH reserves the right to give the

customer the option to add additional rooms to the already booked contingent in the form of an option for a defined period of time. If the GmbH and the customer have not made any other agreement, the same conditions apply for the optimized rooms as for the already booked contingent. Within the aforementioned defined period, the GmbH reserves the right to ask the customer at any time to make a binding booking of the optimized rooms within a period of 24 hours. Without such a request, the GmbH can market the rooms reserved in this way at the earliest after the previously defined option period has expired. The GmbH does not have to inform the customer of this after the defined period.

3.
 - a. If the hotel rooms booked by the customer and made available to them as well as the hotel facilities used by them have defects, the customer must report them immediately and verifiably directly to the hotel as well as by email or fax to the GmbH. The people accommodated by the customer in the booked rooms are therefore to be regarded as vicarious agents of the customer.

IV. Payment arrangements; consequences of default

After the conclusion of the contract, the payment owed by the customer in full is due immediately, but at the latest within 14 calendar days after receipt of the order confirmation or invoice. Deviating from this, the non-binding offer made to the customer can provide partial payments with different due dates. Payments are to be made in such a way that they are credited to the GmbH's current account at the latest on the due date. If a payment is not credited on time, the GmbH reserves the right to immediately call all outstanding payments.

If, despite the due date, the customer is not able to make a payment on time and is responsible for this and if he is also responsible for a reminder given by the GmbH including a deadline of at least seven calendar days, the GmbH is also entitled to allocate the customer's booked room (also partially) to another person and to request fulfillment. Alternatively, the GmbH can completely withdraw from the contract after termination. Any related claims for damages by the GmbH can be asserted against the customer.

IV. Cancellation; cancellation fees

In the event of cancellation of previously booked rooms by the customer, the customer remains obliged to pay the contractually owed amount in full. In deviation from this, the offer by the GmbH can provide for partial reimbursements; these can be based on the amount of time between receipt of the notice of cancellation or cancellation and the first day of the contractually agreed hotel use.

In case the customer cancels the booked rooms (also in part), the GmbH undertakes to take all reasonable actions in order to otherwise allocate the hotel rooms concerned. In this case, the booking price otherwise achieved is to be credited to the customer. The additional brokerage costs incurred by the GmbH in this connection must be borne by the customer; The accruing costs to be referred to as cancellation costs are always (even if other prices are taken into account) 35% of the price previously agreed with the customer.

V. Disclaimer

A liability of the GmbH for damages that are not based on the violation of contractual primary performance obligations or that are not due to the injury to life, limb or health of the customer is not excluded if the GmbH, a legal representative or vicarious agent does this damage intentionally or through gross negligence.

VI. Choice of Law; jurisdiction

1. On the entire legal or The contractual relationship between the GmbH and the customer applies exclusively to German law.

2. All disputes arising from the contractual relationship, provided that the customer is a merchant, a legal entity under public or private law, a special fund under public law or it is a matter of persons who are domiciled or habitually in foreign countries or whose place of residence or usual place of residence is not known at the time the lawsuit is filed, the place of jurisdiction is the seat of the GmbH. The GmbH is also entitled to sue at the principal's headquarters. Complaints by the GmbH against consumers are excluded from this regulation; these must be kept at the consumer's place of residence.

The aforementioned jurisdiction agreement is not applicable in cases where international agreements that are applicable to the service contract between the GmbH and the customer and therefore cannot be contractually waived. The same applies if there are non-mandatory provisions in the member state of the EU to which the customer belongs and which are cheaper for the customer than the above agreement on the place of jurisdiction or the corresponding corresponding German regulations.

In the event of discrepancies that can be attributed to the translation from the German language into the English language, the German version is considered authoritative.

Responsible for the provision of individual travel services:

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