

General Terms and Conditions

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MESSE ESSEN GMBH is the organiser of the event offered and consequently the issuer of the tickets. Through the purchase of an entry ticket, a contractual relationship concerning the visit to the event is established exclusively between the owner of the ticket (the customer) and Messe Essen GmbH. This contractual relationship is subject to the following General Terms and Conditions laid down by the organiser. When ordering tickets, the customer commissions MESSE ESSEN GMBH to execute the purchase of tickets including their transport.

I. Scope of validity

For any and all contracts and orders placed with MESSE ESSEN GMBH regarding the delivery of tickets for this trade, exclusively the General Terms and Conditions as specified hereunder shall apply.

II. Conclusion of contract, cancellation

1. An offer of contract on the part of the customer is established as soon as the customer has clicked on the field "order now". However, a contract between the customer and the contractual partner (the organiser) is only concluded with the allocation of the relevant transaction number and its transmission to the customer by MESSE ESSEN GMBH.

2. No warranty will be accepted for the correctness of data contained in the online presentation of this trade.

3. MESSE ESSEN GMBH reserves the right to cancel an order from a customer, for which an order confirmation has already been issued (unilateral right of withdrawal), if the customer violates any specific conditions stipulated by Messe Essen GmbH, which have been expressly announced in the course of advance booking procedures, or if the customer attempts to circumvent such conditions (e.g. by a breach of ticket quantity limits per customer, violation of document regulations, including but not limited to prohibitions of resale, circumvention attempts by means of registration and use of more than one user profile, etc). The declaration of cancellation/withdrawal can also be implied by a refund of payments already effected.

4. The aforementioned right of withdrawal is subject to Articles 346 ff. BGB (German Civil Code), excluding Article 350 BGB (German Civil Code).

III. Price components & conditions of payment

1. The actual ticket prices may exceed the prices printed on the tickets. Payment by credit card (Visa, American Express or MasterCard/EuroCard) will be accepted. Prices quoted include statutory VAT. The total price of the order including all fees and charges is due for immediate payment following the conclusion of a contract.

IV. Rights of revocation and return

1. Insofar as MESSE ESSEN GMBH offers services in the area of recreational events for consumers, in particular event entry tickets, this does not constitute a distance contract according to Article 312b BGB (German Civil Code). This means that such contracts are not subject to any right of revocation and return within two weeks. Therefore each and every order of entry tickets is binding immediately upon its confirmation by MESSE ESSEN GMBH on behalf of the organisers and constitutes an obligation of acceptance and payment in respect of the tickets that have been ordered.

2. In cases other than recreational events as specified under Section IV 1, the Instructions for revocation as specified hereunder are applicable. Right of revocation.

You may declare the revocation of your contractual statement in text form, (e.g. by letter, fax, E-mail) without giving reasons within one month or, if the object has been delivered to you prior to expiry of the revocation period, by way of returning the object. The revocation period begins with the receipt of these instructions in text form, however, not before conclusion of the contract nor prior to receipt of the goods by the consignee (in the case of recurring deliveries of the same type of goods not before receipt of the first part delivery nor prior to fulfilment of our duties to inform according to Article 246, Section 2 in conjunction with Article 1, Sections 1 and 2 EGBGB (Introductory Act to the German Civil Code) and our duties according to Article 312e, Section 1 Clause 1 BGB (German Civil Code) in conjunction with Article 246, Section 3 EGBGB (Introductory Act to the German Civil Code). The time limit shall be deemed to be observed by the timely dispatch of either the revocation or the return shipment. The revocation is to be addressed to:

By mail:
MESSE ESSEN GMBH
Messeplatz 1
45131 Essen / Germany

Consequences of revocation

In the event of an effective revocation, the benefits received by both parties must be returned and any additional benefits derived from them (such as interest) must also be surrendered. If you are unable to return the benefits received from us in whole or in part, or only able to return them in a deteriorated condition, you shall be liable to compensate us for the loss of value. This may lead to liability on your part to fulfil your contractual payment obligations for the period prior to revocation regardless. However, this does not apply to the return of an object, if the deterioration of that object has been caused exclusively by its inspection, such as would have been possible in a retail shop. You shall not be liable either for any compensation for deterioration arising from the commencement of normal use of the object. Objects suitable for parcel shipment must be returned to us at our risk. You shall be liable for the cost of the return shipment if the goods that have been delivered are identical with the goods ordered and the price of the goods to be returned does not exceed 40 Euros, or in the event of a higher price for the goods to be returned, if at the time of revocation you have not yet paid the equivalent or if you have failed to make any part payment according to the contractual agreement. Otherwise, the return shipment shall be free of charge for you. Objects unsuitable for parcel shipment will be collected from your premises. Obligations to refund payments must be fulfilled within 30 days. This period commences for you with the dispatch of your declaration of revocation or of the return shipment, for us with their receipt.

End of instructions for revocation

V. Limitation of liability, exclusion of withdrawal in case of certain violations of duty

1. In each and every case, MESSE ESSEN GMBH shall be liable without limitation under product liability law for any damages caused by wilful misconduct or gross negligence in cases of fraudulent concealment of deficiencies as well as for violations of life, body and health. The liability for any damage resulting from violation of guarantees shall also be unlimited.
2. For violations of material contractual duties (cardinal duties) caused by ordinary negligence, the liability of MESSE ESSEN GMBH shall be limited to compensation for typical and foreseeable damages.
3. With the exception of cases as specified in clauses 1 and 2, MESSE ESSEN GMBH shall not be liable for any damages caused by ordinary negligence.
4. The customer`s right to withdraw from the contract on the grounds of a violation of duty for which MESSE ESSEN GMBH is not responsible and which does not consist in a deficiency of goods delivered shall be excluded.

5. Insofar as the liability of MESSE ESSEN GMBH is excluded or limited as specified in the aforementioned clauses, this shall also be applicable to the liability of its persons employed and vicarious agents.

VI. Access to the Event, hygiene concept

1. The hygiene concept published by MESSE ESSEN GMBH for the Event as amended from time to time must be observed at the Event.

2. Prerequisite for access to the Event is that the customer provides the proof (vaccination and/or test status) required in accordance with the Corona Protection Ordinance in force at the time or other official or statutory orders at the access control to the Event on the exhibition grounds.

Customers who have purchased a ticket online but are unable to provide the proof required for access to the Event in accordance with the above requirements at the Event shall not be entitled to a refund of the payment made for the ticket.

VII. Final clauses

1. The law of the Federal Republic of Germany shall apply exclusively.

2. The sole place of performance for the delivery of goods and services and for payments is Essen, insofar as the customer is a corporate entity in terms of Article 14, BGB (German Civil Code).

3. If the customer is a merchant, the exclusive (and international) place of jurisdiction for any and all litigations arising directly or indirectly from the contractual relationship shall be Essen. In the case of international contracts, this also applies to non-merchants. MESSE ESSEN GMBH also reserves the right of recourse to any other court having international jurisdiction.