

General Terms and Conditions

General terms of business of Messe Muenchen India Private Limited for registration/purchasing tickets on the internet.

I. Scope

The following terms of business apply to contracts for the sale of entry tickets (hereinafter referred to as Tickets) on the internet between Messe Muenchen India Private Limited (hereinafter referred to as Messe Muenchen India) and the purchaser of such Tickets (hereinafter referred to as Customer). Counter-confirmations by Customer quoting its own terms of business or terms of purchasing are hereby rejected. Changes to Messe Muenchen India's general terms of business shall only be valid if they have been confirmed in writing by Messe Muenchen India.

II. Contract conclusion

Customer submits a binding offer by sending its purchase order. The contract will be concluded when Messe Muenchen India collects or debits the payment. Customer hereby waives its right to receive any acceptance of the order.

III. Contract fulfilment by Customer

The prices of Tickets are shown on the relevant website. The prices shown on the website at the time the purchase order is placed shall be definitive. The purchase price shall be due for payment immediately upon conclusion of the contract. Customer shall pay the amount specified in its purchase order by credit card or direct debit if payment by direct debit is possible on the relevant website. Messe Muenchen India will accept the credit cards listed on the website. Fulfilment shall not take place in both cases until the amount has been credited to Messe Muenchen India's account.

IV. Liability

Messe Muenchen India shall accept liability for malice and gross negligence. In the event of minor negligence Messe Muenchen India shall only be liable for breach of major contract duties, in particular the main obligations under the contract. In the event of minor negligence Messe Muenchen India shall accept liability for typically foreseeable damages, but not for consequential damages and subject to a maximum of 10 times the value of the purchase order. Messe Muenchen India's liability for damages resulting from death, physical injury or health impairment caused by negligent breach of duty by the user or malicious or negligent breach of duty by a legal representative or agent of the user shall be excluded from the above limitations of liability.

V. Special terms for congresses, seminars, workshops, conventions and conferences

The attendance fee shall apply per person and event, plus statutory value-added tax. In addition to attendance at the event, it shall also include the conference documents, lunch on each day of the conference and drinks during breaks. The Ticket may only be cancelled if the event's website states that cancellation is actually possible. If cancellations are permitted, they must be made in writing. The full attendance fee will be charged in the event of cancellations received after the deadline for cancellations specified on the relevant website (the date of receipt of the cancellation shall apply) or failure to attend. However, a replacement attendee may be named. The handling fee specified on the relevant website will be charged for cancellations made before this deadline. Messe Muenchen India reserves the right to replace advertised speakers with others and to make any necessary changes to the event programme whilst maintaining its overall character. If the event cannot take place due to force majeure, the inability of a speaker to attend, problems at the venue or due to a lack of attendees, the attendees will be notified without delay. The attendance fee will be reimbursed if the event is cancelled due to a lack of attendees. No claims for reimbursement of travelling and accommodation costs or lost working time will be accepted unless such costs are caused by grossly negligent or malicious actions on the part of Messe Muenchen India.

VI. Place of performance and place of jurisdiction

The place of jurisdiction for any and all legal disputes arising from the contract shall be Mumbai if the parties to the contract are business people, legal entities under public law or public-law special funds or at least one of the parties to the contract does not have its general place of jurisdiction in the India or moves its normal place of residence or normal place of business from India after the conclusion of the contract or its place of residence or personal whereabouts are not known at the time the lawsuit is filed. Messe Muenchen India shall also be entitled to file lawsuits at the Customer's general place of jurisdiction. The place of performance for all duties arising from this contract shall be Mumbai.

VII. Applicable law

The laws of India shall be exclusively applicable; the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

VIII. Data Protection

We take the protection of your private data seriously and we want you to feel comfortable when visiting our Internet pages. The protection of your privacy is of the utmost importance to us. Therefore, it goes without saying that we comply with statutory provisions for data protection. Our employees are obligated to treat all information confidentially and they receive regular training in the areas of data protection and data security.

IX. Concluding provision

If one or more provisions in this contract should be or become invalid in whole or in part, the remainder of the contract shall remain in force. Any invalid provisions shall be replaced by provisions which come as close as possible to the objective intended by the parties.
