Koelnmesse Group
General Conditions of Purchase

1. General
These General Terms and Conditions of Purchase apply to the Koelnmesse Group. When used in these General Terms and Conditions of Purchase, Koelnmesse Group comprises Koelnmesse GmbH and Koelncongress GmbH (hereinafter jointly or each company separately referred to as “we” or “Koelnmesse”).

Our purchase orders are subject only to these conditions unless otherwise agreed in writing. Any deviating or additional terms and conditions of the supplier shall not become part of the contract even if we do not specifically reject them. Additional conditions apply for certain services, particularly including design, construction and manual work services. These conditions will be communicated to the contractor.

2. Order acceptance
Acceptance or rejection of the order must be communicated in writing without delay. Insofar as our offers (written orders) do not expressly contain a binding period, we shall be bound by them for two weeks after the date of the offer. Timely acceptance is based on our receipt of the declaration of acceptance (order confirmation).

3. Prices
The prices apply to DDP deliveries to Koelnmesse (Incoterms 2020) or the place of use stated by us. We will not accept price increases, regardless of the reason. Sample deliveries are made to us free of charge.

4. Delivery
Delivery is performed free of packaging costs. If a charge for packaging has been specially agreed, we shall be fully reimbursed for the packaging costs if the packaging is returned carriage paid. Delivery must be made with a delivery note. The clearance height of 2.80 m must be observed for deliveries to our underground storerooms.

5. Fulfilment
Deadlines which we set for deliveries and services are to be regarded as fixed dates and must be observed without fail. In the event of missed deadlines, we shall be entitled to withdraw from the order without granting a grace period and to demand compensation. Short deliveries are not permitted. In the event of excess deliveries, our order quantity shall apply for invoicing purposes. Retentions of title must be expressly declared in writing in the order confirmation; they expire in any case upon payment of the goods.

The contractor warrants that its services do not infringe any industrial property rights or other rights of third parties. Should Koelnmesse be held liable by third parties on the grounds that their rights have been infringed by the contractor or as a result of a service provided by the contractor, the contractor shall indemnify Koelnmesse against all such claims.

Unless otherwise agreed, we acquire the non-exclusive, transferable right of use, unlimited in time and space, to all suggestions, ideas, design proposals and drafts, including signets, signs or emblems as well as texts that are the subject of our order. Insofar as the intangible assets were created individually for us, Koelnmesse obtains exclusive rights of use. Rights of retention are excluded.

6. Warranty/product liability/insurance/indemnity
The contractor warrants flawless materials as well as a faultless performance of the service in accordance with the contract in every regard. They especially warrant that the service provides the features promised, adheres to the established technical regulations and is not subject to faults that nullify or reduce the value or suitability of the service/product for its conventional or contractually agreed use. The contractor guarantees that their services adhere to all laws, regulations, accident prevention regulations and regulations regarding climate protection as well as health and safety.

The guarantee period for defects of material and title shall be two years, unless a longer period is stipulated in the order, the law or other applicable provisions. It begins with the day of order acceptance.

If we so request, the contractor is obliged to remedy defects at their own expense without delay. In urgent cases and in the event of default on the part of the contractor, we shall be entitled to have the defects remedied at the contractor’s expense. Furthermore, legal provisions shall apply.

The contractor indemnifies us from all claims that are made against us by our contractual partners, in particular exhibitors and visitors, that are based on the provisions of the product liability act and relate to the goods provided by the contractor.

If the contractor is a manufacturer as defined by the German Product Liability Act, then they are obliged to have product liability insurance coverage amounting to at least 5 million EUR for each case of damage to property/persons and maintain this coverage for the entire contractual period. Taking out such insurance shall not release the contractor from liability for any damage exceeding the stated amount of coverage.

7. Supply Chain Due Diligence
While we are not directly subject to the German Supply Chain Due Diligence Act, we are often required by contractual partners to comply with certain human rights and environmental due diligence obligations within our supply chains to avoid or minimise human rights or environmental risks, or to end the violation of human rights or environmental obligations. Based on this, the parties agree as follows:
The contractor undertakes to comply with the human rights and environmental obligations described in the German Supply Chain Due Diligence Act (Lieferkettensorgfälspflichtengesetz) and to take appropriate account of them vis-à-vis the suppliers in its own supply chain. It undertakes to take all necessary and reasonable measures to avoid or minimise the risks described therein and to put an end to any violations of human rights and environmental obligations.

We shall have the right, following prior written notice, to conduct audits ourselves or through commissioned auditors to verify the contractor's compliance with the agreed obligations. Should such an audit reveal any violation of a human rights or environmental obligation by the contractor or any of its own contractors or suppliers at any level, the contractor shall take appropriate corrective action or cause its respective contractors or suppliers to take such action. This shall also apply if we have reasonable grounds for suspicion. In this case, the contractor shall prepare a remedial concept and inform us of its implementation without being requested to do so.

Violations of this clause shall be deemed a material breach of this agreement and shall provide grounds for extraordinary termination in accordance with this agreement.

8. Invoicing

Invoices shall be issued immediately after complete fulfilment of the order (no partial invoices), stating our complete order details and including the documents required for auditing the invoice (e.g. verified daily wage slips, measurements, etc.). Legally applicable VAT is to be indicated separately. If the invoice is incomplete, it shall be deemed not to have been issued and will be returned.

9. Payments

Unless otherwise agreed, we shall pay the invoices within fourteen days with a 2% discount or within thirty days without a discount. The payment period begins on the day we receive the correct invoice. In the event of an incorrect invoice, we retain the right to discount for early payment. Payment is made in the agreed currency. The supplier is not entitled to accept payments from third parties on behalf of Koelnmesse.

10. Prohibition of assignment

Assignment of claims arising from the order placed, in particular payment claims, is only permitted with the prior written consent of Koelnmesse.

11. Secrecy

The contractor is obliged to maintain secrecy about the contents and regulations of the business relationship and pertaining to all information and documents made available to them for the purpose of the order (with the exception of publicly accessible information). They shall be used solely for the purpose of fulfilling the order. They shall be returned to us immediately upon request after completion of inquiries or after completion of the order.

12. Safety regulations

The order overleaf is submitted on the condition that its performance adheres to the accident prevention and work safety regulations as well as the generally applicable safety-related and occupational health regulations. When supplying technical devices, this must be documented by the CE or GS symbol. Additional safety regulations apply to construction and manual work services.

13. Disclaimer

In the event of a breach of essential contractual obligations, Koelnmesse’s liability for cases of simple negligence is limited to the amount of the foreseeable average damage typical for the contract. Furthermore, claims for compensation against Koelnmesse due to unfulfilled obligations that are not essential contractual obligations are excluded, insofar as they are not a result of gross negligence or intentionally inappropriate behaviour on the part of Koelnmesse and/or their subcontractors and vicarious agents. The aforementioned liability restrictions do not apply insofar as Koelnmesse is immediately liable for loss of life, personal injury or damage to health as a result of negligence or intent in accordance with legal regulations. In the event of loss of or damage to property brought by the contractor, their employees, subcontractors and vicarious agents or other third parties commissioned by the contractor, Koelnmesse is only liable in the event of intent or gross negligence on the part of Koelnmesse, their employees, subcontractors or vicarious agents.

14. Material provision

Materials provided and documents enclosed such as drafts, sketches, printing plates, models, stencils and tools remain our property. They must be sufficiently protected against loss and damage by the contractor and be returned without being requested after completion of the order free of charge and at the contractor’s own risk. The items may not be reproduced or used other than for performance of the contract.

15. Place of performance and jurisdiction, applicable law

The place of performance is Cologne. The place of jurisdiction for our contractual partners who are registered traders or have no general place of jurisdiction within Germany is Cologne.


As of February 2023