

## Terms and conditions for the supply of suspensions from hall ceilings and rigging

### 1. Offer request

(1) Clicking on the "I hereby request an offer" button automatically submits the offer request, both from the shopping cart in Messe Frankfurt's Shop for Exhibitor Services and from PDF forms.

(2) For certain products, an express surcharge in the amount of 25% of the product price (plus VAT) will be levied on orders submitted less than 22 calendar days before the start of the event to cover the additional expenses entailed. Products subject to this express surcharge are indicated by a pictogram.

This fee shall also be due if the plans submitted are incomplete or faulty, or if they are not submitted at all. Adjustments to dates or deadlines may be made in the Shop for Exhibitor Services due to the arrangements for specific events, and the amended dates and deadlines must be observed by the exhibitors.

### 2a. Description of services to be provided: suspensions from hall ceilings

Messe Frankfurt Venue GmbH shall arrange for suspensions from hall ceilings on the basis of the order received. Suspensions may only be installed in Halls 1.1, 4.0, 4.1, 4.2, 5.0, 6, 9, 10.1, 10.2 and 10.3. In the case of Halls 1.2, 2.0, 3.0, 3.1, 11.0, 11.1, 12.0, 12.1 and the Forum, suspensions may be installed on special request only. In Hall 8, suspensions are only permitted for certain events. Enquiries regarding the latter should be sent to Messe Frankfurt Venue GmbH. Charges for suspensions in the halls listed above shall be invoiced individually on a time and materials basis following verification of their feasibility. Please note that on-schedule completion of installation work can only be guaranteed if orders for suspension points have been received by Messe Frankfurt on or before the deadline given in the Shop for Exhibitor Services or on the form. Orders shall be accompanied by a sketch that duly allows for the facilities available for installing the suspensions. In addition to the obligatory stand sketch, it is also necessary to submit a load distribution plan containing the following information:

- Number of suspensions
- Total load on the suspensions in kg
- The resulting load on each individual suspension point (max. 50 kg)
- Transfer height of each individual suspension

Incomplete load distribution plans and/or incorrect information in load distribution plans may result in additional measures being carried out on location; the costs of any such measures are borne by the customer. The stand owner shall be wholly responsible for any incomplete, incorrect or missing information provided by third parties (joint stand participants, stand constructors/designers or similar).

The lowest point for a suspension is 2.30 metres above hall floor level. Suspensions outside the stand area are permitted only with the explicit permission of Messe Frankfurt Venue GmbH. The maximum permissible load per suspension is 50 kg. The transfer point shall be the free end of the suspending cable. Installation of exhibitor-supplied items, such as lighting systems or exhibits, shall be performed in accordance with currently valid and generally recognised engineering standards as well as the relevant applicable regulations such as DIN standards, DIN VDE regulations and UVV standards (in particular the BGV C1 safety regulations). Connections to suspensions shall be made using wedge sockets complying with DIN 43148, with open ends secured by cable clamps complying with DIN 1142. Suitable fasteners may be purchased on location from the responsible hall electrician. The employment of cable clamps as load-securing devices is prohibited.

### 2b. Description of services to be provided: rigging

Messe Frankfurt Venue GmbH shall arrange for rigging to be provided for a fee in accordance with the order received. Rigging may only be installed in Halls 1.2, 2.0, 3.0, 3.1, 11.0, 11.1, Forum 0 and Forum 1. In Hall 8, rigging is only permitted for certain events. Please note that on-schedule completion of installation work can only be guaranteed if orders for rigging have been received by Messe Frankfurt on or before the deadline given on the form. Orders shall be accompanied by a sketch that duly allows for the facilities available for installing the suspensions. In addition to the obligatory stand sketch, it is also necessary to submit a load distribution plan containing the following information:

- Number of suspensions
- Total load on the suspensions in kg
- The resulting load on each individual suspension point
- Transfer height of each individual suspension point

Incomplete load distribution plans and/or incorrect information in load distribution plans may result in additional measures being carried out on location; the costs of any such measures are borne by the customer. The stand owner shall be wholly responsible for any incomplete, incorrect or missing information provided by third parties (joint stand participants, stand constructors/designers or similar). The information under 2a shall apply with regard to permissible loads for the rigging.

### 3. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices – including before performance of services – based on reasonable flat-rate charges.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

(4) Complaints regarding the non-provision or incomplete provision of ordered items or services must be received by the vendor/supplier involved no later than the same day. Any complaints received thereafter will be disregarded.

(5) Messe Frankfurt Venue GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes etc. This fee will be shown on the modified invoice.

### 4. Cancellation by the customer

The customer may cancel an order for suspensions from hall ceilings and rigging by submitting a written cancellation to Messe Frankfurt Venue GmbH no later than 22 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if provision of the respective service(s) – or parts thereof – has not yet commenced. Should Messe Frankfurt Venue GmbH notify the customer that cancellation is not possible because the provision of the ordered services has already commenced, this notification shall be binding. Messe Frankfurt Venue GmbH has no obligation in such cases to prove that work had already commenced at the time the cancellation request was received.

The foregoing provisions shall apply analogously to any changes to the ordered service(s).

## **5. Warranty**

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Messe Frankfurt Venue GmbH, which may provide replacement at any time. The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects incurred by the customer due to natural wear, moisture, intense heat, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Messe Frankfurt Venue GmbH without delay of any defects and to provide Messe Frankfurt Venue GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder/prevent the assessment/rectification of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the fair.

## **6. Liability**

Messe Frankfurt Venue GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Messe Frankfurt Venue GmbH shall only be liable for simple negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

## **7. General conditions**

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties. Any differing general terms and conditions of business or purchase of the customer not apply, even if the customer has referred to these and Messe Frankfurt Venue GmbH has not specifically rejected them.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.