

## **Terms and conditions for the supply of exhaust duct and natural gas connections**

### **1. Order placement**

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

(2) In order to be able to provide customers with rapid assistance in the event that problems arise, on all days of the event Messe Frankfurt Venue GmbH will operate an emergency stand-by service whose location can be obtained from the hall inspector's office.

(3) A scale drawing of the stand must be submitted with written orders, as these cannot be fulfilled without it.

### **2. Description of services to be provided**

#### **(1) Exhaust duct connections**

Messe Frankfurt Venue GmbH shall, on the basis of the order, arrange for the installation of exhaust ducts leading outdoors from the location on the stand specified by the exhibitor.

Exhaust ducts may only be installed in Halls 1, 3.0, 4.0, 4.1, 4.2, 6.0, 6.1, 6.2, 8.0, 9.0, 9.1 and 9.2.

Exhaust ducts are only possible on special request. Enquiries regarding the latter should be sent to Messe Frankfurt Venue GmbH and must be accompanied by a sketch showing the desired position of the exhaust duct connection.

#### **(2) Natural gas connections**

Messe Frankfurt Venue GmbH shall, on the basis of the order, arrange for the installation of lines for the natural gas connections from its supply network to the location on the stand specified by the exhibitor. These lines are 1 inch in diameter and are equipped with ball valves. The installation of natural gas lines from the natural gas network to stands and connection of stand installations to the natural gas network shall only be performed by fitters commissioned by Messe Frankfurt Venue GmbH. The natural gas in Messe Frankfurt Venue GmbH's supply network is supplied at low pressure to 100 mbar and a Wobbe Index of 14.7. Natural gas connections may only be ordered for supplying one's own stand; the provision of natural gas to other stands is not permitted.

### **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 Messe Frankfurt Venue GmbH no later than the first day of the trade fair. 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 an exhaust duct and natural gas connection 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.