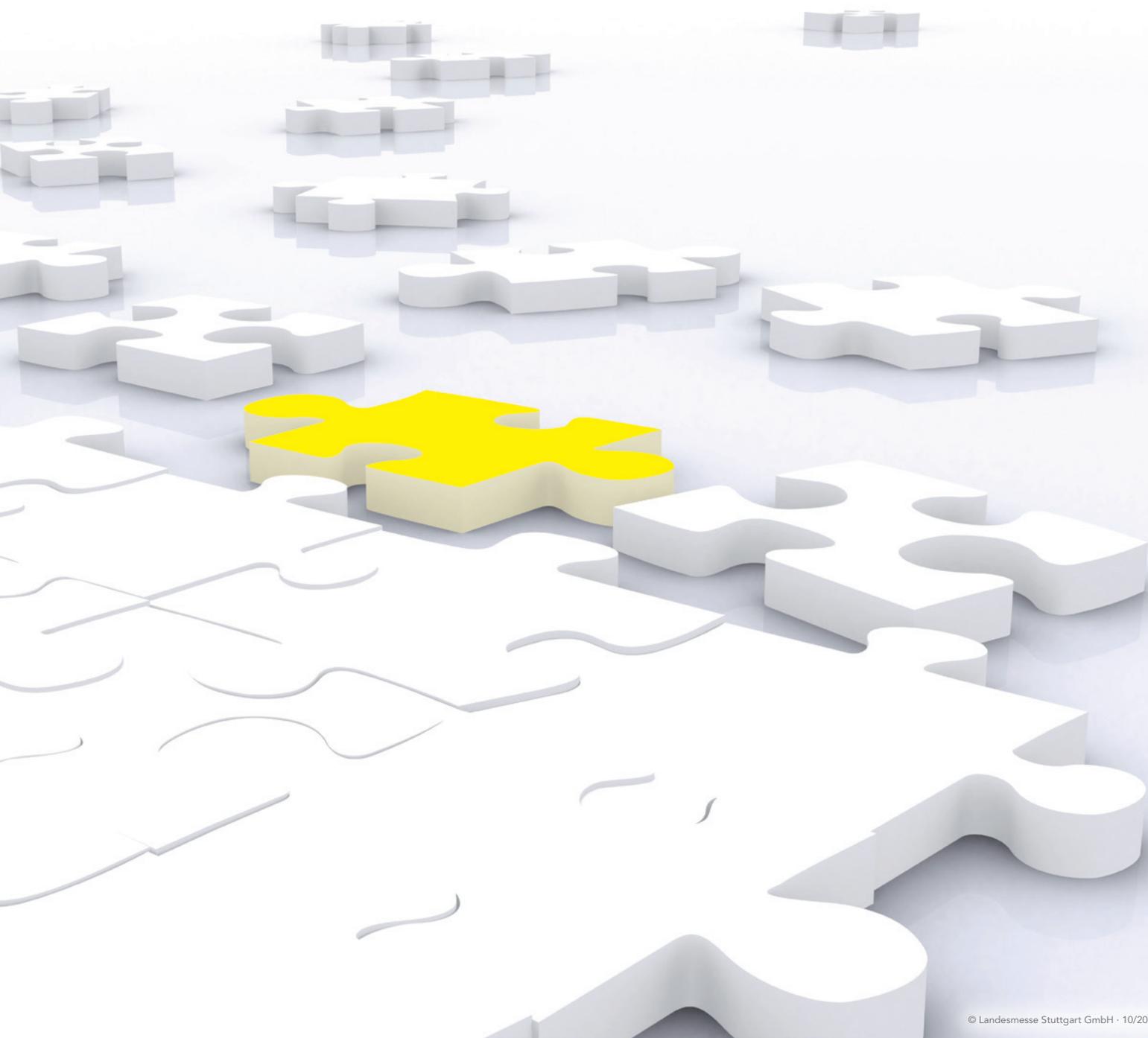




# General Terms and Conditions

for Services / for Installation and Furnishings of Landesmesse Stuttgart GmbH



# General Terms and Conditions for Services

## General Terms and Conditions for Services of Landesmesse Stuttgart GmbH (LMS)

The General Terms and Conditions for Services supplement the Technical Guidelines of LMS related to services commissioned/ordered by Customers in connection with trade fairs and other events (hereinafter referred to together as "trade fair(s)") at LMS for the location of Stuttgart.

### § 1 Area of application

- 1.1 The General Terms and Conditions for Services govern the general regulations for all services offered by LMS, unless deviating or supplementary regulations are stipulated in the General Terms and Conditions for Installation and Furnishings.

The General Terms and Conditions for Services and the General Terms and Conditions for Installation and Furnishings become an integral part of the order when the order form is signed and returned or the online order is submitted in the online order system at [www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de).

- 1.2 Unless another provision is expressly adopted, the LMS is the contractual partner of the respective Customer, irrespective of the right of LMS to have the services ordered perform through a service partner or any of its sub-contractors. These services are performed in the name and by the order of LMS unless expressly provided otherwise.

### § 2 Scope of service

- 2.1 The services are performed as agreed in the offer or order and are subject to slight deviations in dimensions, form and colour. LMS is not obligated to check the information provided by the exhibitor for completeness and correctness. Amendments to the order shall only be valid if they are specified in writing according to their type and scope.

- 2.2 Orders are binding. For services performed for the orderer on behalf of LMS, as a rule a job confirmation (for each individual part of the order) shall be issued through the respective service partner of LMS on behalf of LMS with which the contract between the orderer and LMS is concluded in a legally binding manner, provided that nothing else has been agreed in writing. However, if for these services (which are performed on behalf of LMS) no job confirmation is issued, the legally binding contract between the orderer and LMS shall come into being between the orderer and LMS when the ordered service is performed by the service partner commissioned by LMS. If the content of the job confirmation for the respective part of the order deviates from the order, even then the contract shall come into being in accordance with the job order, unless the orderer objects in writing within two weeks, or no later than upon use of or execution of the ordered service. Parts of the order confirmed as ordered shall remain unaffected.

- 2.3 If a time is agreed for providing the service, this time is extended by the period in which the performance of the service can not take place due to force majeure. If as a result of the force majeure situation the fulfilment of the contract is impossible or made excessively difficult, then LMS shall be entitled to withdraw from the contract. Further rights of the Customer are excluded.

- 2.4 Services commissioned without an order form require express written confirmation and are invoiced separately to the exhibitor.

### § 3 Acceptance of service/Complaints

- 3.1 Before availing himself of the services, the Customer shall satisfy himself of the proper condition, transport safety and completeness of the services. The services are deemed in order with regard to obvious defects if the Customer does not immediately raise founded objections in writing at the time the service is provided, at the latest, however, when the service is used for the first time. The time, location, type and scope of the defect must be described here exactly.

- 3.2 For all other types of complaints related to the fulfilment of the contractually agreed services, these must be communicated in writing to LMS immediately upon detection in order to obtain redress. In the case of justified defects LMS is obligated to remove the defect through rectification; in the case of the delivery of objects this may also, at the discretion of LMS, take the form of a replacement delivery.

- 3.3 LMS or the commissioned service partner is not obligated to check the authorisation of the persons they encounter at the trade fair stand.

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## § 4 Provision of the service/Delivery

- 4.1 Delivery takes place at the agreed time. If no definite time is agreed, the delivery takes place at the latest time before the commencement of the trade fair.
- 4.2 Fixed times require the express agreement and written confirmation of LMS or the commissioned service partner.
- 4.3 If the trade fair stand is not manned by personnel at the time of delivery specified in § 4.1, then the service is deemed in order upon the placement of the delivered goods at the trade fair stand. From this time the exhibitor shall bear the risk for any damage, spoilage or loss.
- 4.4 LMS or the commissioned service partner is not obligated to check the identification of the persons they encounter during delivery.

## § 5 Prices

- 5.1 The prices shown on the price lists are net prices for the period of the respective trade fair unless something else has been agreed upon. The respective statutory figure for the value added tax must be paid. A cash discount deduction is not allowed.
- 5.2 The costs for transport to and from the event, as well as for any necessary assembly and removal work, are included in the price, unless indicated separately on the price lists.
- 5.3 In the case of services to be charged according to the time spent, this figure is rounded up to the next half hour per day.

## § 6 Terms of payment/Delay

- 6.1 Invoices are generally due for payment upon receipt, unless otherwise stated on the invoice.
- 6.2 Invoices for services during a trade fair must be paid for immediately upon transfer. The payment can only be made in cash or using a credit card. **Cheques are not accepted.**
- 6.3 Unless the provision in § 6.2 applies, all invoice amounts without discount must be transferred upon receipt of invoice (or if applicable within the payment period noted on the invoice) into one of the accounts specified on the invoice stating the customer number and invoice number. If invoices are addressed to a third party at the instruction of the Customer, the Customer shall nevertheless remain in debt until the full payment of the respective invoice has been received. Changes of address which are effected after the invoice is issued at the request of the Customer result in the Customer being invoiced a flat fee of 30.00 plus the respective value added tax.
- 6.4 LMS is not obligated to perform the service before payment of the open invoice for the respective order.
- 6.5 Once the payment period expires in accordance with § 6.3 the Customer is in default without warning.

## § 7 Limitation of liability

- 7.1 The Customer is excluded from withdrawing from the contract unless there is a case of gross negligence or intent on the part of LMS or the requirements of §§ 325, 326 German Civil Code are presented.
- 7.2 If, by way of exception, LMS permits the withdrawal from the contract and the requirements of the exceptions according to § 7.1 are not presented, this is effected solely under the condition that the Customer shall pay 50 % of the full price within four weeks or less before the trade fair begins respectively 80 % within one week or less before the trade fair begins. In general, once stand set-up work commences the full price must be paid.

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## § 8 Limitation of liability

- 8.1 LMS shall not be liable, with the following restrictions, for infringements of obligations.
- 8.2 LMS shall be liable in cases involving the loss of life, physical injury or damage to health, which are due to an intentional or a negligent infringement of an obligation by LMS, or an intentional or a negligent infringement of an obligation by a legal representative or an agent of LMS.
- 8.3 LMS shall be liable for other damage which is caused by or an intentional or a grossly negligent infringement of an obligation by LMS, or an intentional or a grossly negligent infringement of an obligation by a legal representative or an agent of LMS.
- 8.4 The liability of LMS shall not be excluded if material rights or obligations arising from the nature of the contract are restricted by a liability exclusion to such an extent that attainment of the contract purpose would be endangered.
- 8.5 If the liability of LMS is excluded, this provision shall also apply to the personal liability of legal representatives or agents of LMS.

## § 9 Force majeure

- 9.1 Force majeure, which prevents LMS or its agents from fulfilling all or some of their contractual services, shall release LMS from its contractual obligation until force majeure ends. LMS shall therefore inform the customer immediately, unless it is also prevented from supplying its services due to force majeure.
- 9.2 If the customer has not made use of the contractual services to be furnished by LMS before the occurrence of force majeure, he shall reimburse LMS for the expenses incurred by the latter up to the start of force majeure. If, however, the customer has made use of some or all of the contractual services to be furnished by LMS up to the occurrence of force majeure, he shall pay LMS the corresponding part of the agreed consideration or the total agreed consideration.
- 9.3 Force majeure is an external event which can be attributed to the forces of nature or is brought on by the actions of third parties, and which, even with human insight and experience, is unforeseeable, cannot be prevented or rendered harmless with economically bearable means even with the utmost care that can be reasonably expected according to the circumstances, and which must not be accepted by LMS because of its frequency. Force majeure includes, in particular, the impossibility of performance concerning the adequate supply of auxiliary materials, electricity, water, gas, etc., as well as strikes, lockouts and the outbreak of an epidemic or a pandemic, unless they are of a short duration and are attributable to LMS.

## § 10 Offsetting and right of retention

The Customer only has off-setting rights against LMS provided his counterclaims have been legally established, undisputed or acknowledged by LMS. The same applies to rights of retention provided it is a businessman, a legal entity under public law or a separate estate under public law. Unless the Customer belongs to this circle of persons, he is authorised to exercise a right of retention in this respect when his counterclaim is based on the same contractual relationship.

## § 11 Limitation of actions

- 11.1 All contractual and statutory claims by the Customer against LMS become time-barred after one year.
- 11.2 The provision in § 10.1 is only applied, however, within the scope of the provisions according to § 8.1 to § 8.3.
- 11.3 The statute of limitations begins at the end of the month in which the final day of the trade fair falls for which the service was ordered.

## § 12 Liability of the Customer

- 12.1 The liability of the Customer for damages and losses of objects given to him begins upon transfer. It is recommended to take out an exhibition insurance policy (cf. "Exhibition insurance form" in the services catalogue). The exhibitor undertakes to handle the objects given to him with care.

# General Terms and Conditions for Services

- 12.2** The Customer is liable for the consequences that arise from the imprecise, incomplete and/or wrong completion of the order form/online order form.
- 12.3** The Customer is the person in whose name the order is made. The Customer can not effectively restrict the power of representation of representatives named by him in respect of LMS.

## § 13 Special regulations for rental objects

- 13.1** The rental objects shall remain the property of LMS or its service partner.
- 13.2** The rental objects are only made available to the Customer for the agreed purpose (i.e. for the contractual use at the agreed trade fair) and for the rental period (period of the trade fair unless something else has been agreed upon). Any other use during the rental period is not permitted.
- 13.3** LMS reserves the right in exceptional cases to supply in place of the ordered goods goods of a similar quality or higher quality at the price of the goods originally ordered.
- 13.4** All catalogue measurements are approximate dimensions. LMS reserves the right to deviate from the dimensions, form and colour insofar as this is reasonable for the Customer.
- 13.5** Subletting rental objects is not permitted.
- 13.6** The Customer is obligated to leave the rental objects in his direct possession and only use them at the agreed places of use. The Customer is obligated to make available the rental objects to LMS/service partner at any time for inspection.
- 13.7** The Customer must use the rental objects carefully, observe all obligations connected with the possession, use and maintenance of the rental item, and follow the recommendations for maintenance, care and use.
- 13.8** The rental period begins upon transfer of the rental objects to the Customer and ends at the latest two hours after the official closure of the trade fair. Use of the connection of the rental objects beyond the specified return time is not permitted, unless a follow-up agreement has been concluded in writing with LMS.
- 13.9** The Customer is made aware that the rental item is used several times and is not always new. Normal signs of usage which are due to the use of the good as a rental object are no grounds for complaints.
- 13.10** The Customer must make the rental objects available for collection at the end of the rental period in accordance with § 13.8 and make them accessible at the exhibition stand unless otherwise agreed in the General Terms and Conditions for Installation and Furnishings for the individual service.
- 13.11** If rental objects are not returned/made available for collection on time, then LMS is entitled to demand payment appropriate to the agreed rent as compensation for the period of withholding the item. Further claims for compensation shall remain unaffected.
- 13.12** Early return of the rental items does not lead to the termination of the rental agreement. Additional costs due to early return shall be borne by the Customer.

## § 14 Special regulations for purchase items

- 14.1** LMS retains ownership of the property of purchase items until all payments from the business transaction with the Customer have been received.
- 14.2** So long as the reservation of title of LMS i.a.w. § 13.1 exists, LMS is entitled in the event of behaviour by the Customer which is contrary to the contract, in particular in the case of delayed payment, to take back the purchase item after an appropriate deadline (related to the duration of the contract); the Customer is obligated to surrender the item. Taking back the purchase item by LMS or the seizure of the purchase item represents withdrawal from the contract. In the case of seizures or other entries by third parties, the Customer is obligated to immediately inform LMS in writing so that an action i.a.w. § 771 ZPO can be taken. If the third party is not in a position to reimburse LMS the court and out-of-court costs of an action i.a.w. § 771 ZPO, the Customer is liable for the arising deficit.

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## § 15 Data storage

Personal data given by the exhibitor can only be collected, saved, changed and transferred by LMS and its service partners for the fulfilment of the intended purpose with the exhibitor in accordance with the applicable data protection guidelines of the Federal Data Protection Act (BDSG), in particular §§ 4a, 28 BDSG.

## § 16 Applicable law/Place of fulfilment/Jurisdiction

16.1 Only the law of the Federal Republic of Germany governs the entire legal relationships between LMS, its servants, auxiliaries or vicarious agents on the one side and the Customer, its servants, auxiliaries or vicarious agents on the other side.

16.2 The place of fulfilment is Stuttgart.

16.3 The jurisdiction (also for complaints regarding cheques and currency) is for both contractual partners, depending on the competent jurisdiction, the District Court of Stuttgart or the Regional Court of Stuttgart, if the Customer is a businessman, a legal entity under public law or a separate estate under public law or has no general domestic place of jurisdiction. LMS reserves the right, however, to initiate the legal steps also at the general place of jurisdiction of the Customer.

## § 17 Severability clause

17.1 Should a provision of the General Terms and Conditions for Services or the General Terms and Conditions for Installation and Furnishings be or become void in part or in full or should a gap be identified therein, the validity of the other provisions shall remain unaffected. The parties are aware of the jurisdiction of the Federal Supreme Court whereby a severability clause solely reverses the burden of proof. It is, however, the express wish of the parties to maintain the validity of the other provisions under all circumstances and thus completely waive § 139 German Civil Code. In place of the provision or to fill a gap, the parties agree to find an alternative provision which comes as close as possible in an economic and legal sense to the original intention of the parties or what would have been desired for the purpose and spirit of the contract and its later supplement had they considered this point at the time of the conclusion of the contract. If the invalidity of a provision is based on a fixed criteria of the service or the time (deadline or appointment), then an agreement shall be reached to find a provision with the next legally permissible time.

17.2 In the event of discrepancies between the English and German version of the respective terms and conditions, the German version prevails.

Revised: 01 October 2015

# General Terms and Conditions for Installation and Furnishings

## § 1 Modular stands and stand partition walls

- 1.1 No ceiling and wall elements may contain nails or screws. It is recommended that suspension and cord hooks from LMS be used to fasten objects, advertising panels and similar items. All utilised materials (e.g. adhesive tapes) shall be removed without trace. Any residues caused by unsuitable adhesive tapes shall be removed at the expense of the exhibitor.
- 1.2 Decorative fabrics and materials may only be attached to ceiling and wall elements or used to cover ceiling and wall elements with the permission of LMS.
- 1.3 Damaged and/or unreturned hired items shall be invoiced at the current price.
- 1.4 LMS shall reserve the right to make changes in order to optimise and statically dimension the stand design.
- 1.5 Due to static reasons, it shall be necessary to place a supporting wall after each 4 running meters of the stand partition walls. This supporting walls may not be removed by the customer. The supporting walls shall be placed on the stand area for which the partition walls were ordered.
- 1.6 Pre-ordered and reserved, but unused hired material shall be invoiced by LMS.
- 1.7 In the event of capacity bottlenecks, LMS shall reserve the right to supply the exhibitor with an equivalent replacement instead of the ordered hired items. The exhibitor shall not be entitled to enforce any claims from these replacement deliveries.
- 1.8 Complaints may only be accepted if they are notified immediately in writing. If obvious defects are involved, however, they shall be notified at the latest when the stand or material is handed over.

## § 2 Electrical installations

- 2.1 The trade fair stand and the exhibits are supplied with electrical energy of 230/400 V, 50 Hz. With regard to operational safety, as well as the risk of accident and fire, the relevant laws, acts, technical regulations (e.g. VDE), the Special Terms & Conditions and the Technical Guidelines of LMS must be observed.
- 2.2 The electrical installation at the trade fair stands is in general to be performed in accordance with the latest EN, DIN and VDE regulations and in accordance with accepted technological standards. For all work, the relevant safety regulations such as, in particular, DIN VDE 0100 Part 711, VdS guidelines and the Accident Prevention Regulations BGV C1, must be observed. See also the Technical Guidelines of LMS.
- 2.3 The entire stand installation must be able to be switched off using a main switch (Exception: fridges, fax machines and other devices that require a permanent supply of electricity). The main switch and the power distribution of the stand must be installed so that they can be accessed at any time. Any type of electrical faults must be eliminated immediately and in a professional manner. Electricity is supplied in the TN-S system -3 phases (L1, L2, L3), neutral wire and protective earth conductor.
- 2.4 Voltage on the trade fair grounds:  
Alternating current 230 Volt (+10% / -10%) / 50 Hz  
Three-phase current 400 Volt (+10% / -10%) / 50 Hz  
Tolerance values i.a.w. DIN EN 50160
- 2.5 All circuits must also be equipped with a fault-current circuit breaker (RCD residual current protective device), max. residual current 30 mA, for fuse protection through safety fuses or circuit breakers. A RCD can be refused for frequency-regulated machines after discussion with the Messe Stuttgart department Buildings & Facility Management or the service partner of Messe Stuttgart. Additional equipotential bonding with the minimum section of 10 mm<sup>2</sup> is then essential. The protective earth conductor must be connected to all devices, lights and other units. Exceptions here include devices that are protected (protection class II) or operated with low voltage protectors (protection class III, SELV). Stand constructions made from metal, metal parts and larger metallic parts, at which electrical lines or devices are fixed, must be connected to the equipotential bonding (stand earthing). Cross beams with lighting (connected via the ground and ceiling) must be equipped with additional equipotential bonding by the system installer (copper pipe, minimum section 10 mm<sup>2</sup>) (see Technical Guidelines and Leaflet on Ceiling Suspensions).

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## 2.6 Cables and wires

Cables and wires must be fitted and secured professionally. The external insulation (outer coat) of the cable must be inserted in the devices, lights, plug connections, etc. The external insulation (outer coat) must be relieved of any tension or stress. The cables and wires used must be approved for the intended type of fitting and be of sufficient size. The minimum section is 1.5 mm<sup>2</sup>. If wires are not connected via approved plug connections, then terminal connections must be effected in all sides of the closed junction boxes. Openly installed connecting terminals (luster terminals, box terminals) are not permitted. In the standing area the cables must be physically protected or only wires of higher mechanical stress expressly approved for this can be used (rubber cable H07 RN-F). Flat cables are not permitted. Trip hazards by cables and wires are to be avoided.

## 2.7 General lighting

Lights must be equipped with an additional safety fuse (safety cable / chain or two independent fixings, see DIN VDE 0100 Part 718 / BGI 810 Parts 3 and 4). Fixing the lights using cables and bands (cable connectors) made from natural and synthetic fibres is of course not allowed. Attaching lights to inflammable materials such as wood is only allowed if the lights have the following signs for the protection class:



Lights – suitable for direct fixing to normal inflammable fixing areas. Normal inflammable surfaces are materials such as wood Built-in lights – which must be mounted on normal inflammable surfaces and which allow a covering by heat-insulating materials, or materials with a wooden base of minimum thickness 2 mm.



Built-in lights – which must be mounted on normal inflammable surfaces and allow a covering by heat-insulated materials.



Lights for discharge lamps with built-in power supply unit suitable for installation in furniture made from heavy or normal inflammable materials (in terms of DIN4102-1). Their surfaces can be coated, veneered or lacquered.



Lights – for bulbs or discharge lamps with built-in power supply unit for installation in furniture made from materials whose inflammability is unknown.



Lights with limited surface temperature e.g. for operating sites, which are liable to catch fire by dust or fibres.



## 2.8 Low-voltage lighting

In the case of halogen bulbs, the lamps must be prevented from falling out through suitable fittings (e.g. clamps, claw fasteners or springs). A plug connection alone in the socket is not sufficient as a fitting. All wires up to the light must be insulated. Varnish or paint is not considered as insulation. The same applies to construction parts which are used as live conductors. Only approved safety transformers according to the intended purpose must be used. Check for unopposed heat dissipation during assembly work. Transformers must be connected against short circuits on the primary and secondary side. Transformers without secondary fuses must be retrofitted. The fuse size must, depending on the size of the transformer, be max. 25 A. The fuse must physically work against the expected short circuit current. Current or output relays are preferably used. Electronic transformers must not be used without a secondary fuse if they have been certified by a recognised test centre. The maximum wire length on the secondary side for electronic transformers is 2 metres.

2.9 The mains power supply ends before the transfer point (plug or terminal connector). From the transfer point the purchase bears the responsibility for the overall safety of the system.

2.10 The Customer is responsible for the careful description of the overall power requirement. A precise installation diagram according to the design must be produced for pre-planning the supply and this contains the intended position of the main connection and the entire installation. A right to supply only exists within the scope of the information provided. In the case of a power requirement greater than 3 kW, the consumption must be measured using a tested meter, for three-phase current via four-conductor meter with optional resilient phases. The consumption of electrical energy is set at a flat-rate up to 3 kW or determined using an installed and calibrated meter (available as a rental meter).

2.11 In general a main connection is always required. The connections are equipped with approved safety fuses and meters, as well as the transfer point described in the order/online form.

Customers are allowed their own electrical junctions if they are equipped in accordance with the technical regulations (e.g. VDE), as well as the Technical Guidelines of LMS (such as, for example, suitable safety fuses and fault-current circuit breakers 0.03 A).

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Electrical junctions can be rented separately if required from LMS or its service partners at a surcharge. The prices for these are available on the order/online form or upon request.

The line is normally fitted in the supply channels, from where it extends outwards to the ordered ground-level transfer point.

**The use of supply channels is reserved for the service partners of LMS.**

- 2.12** The trade fair stand is generally installed by a service partner of LMS. It can be assembled, however, by internal skilled personnel of the Customer. In this case the service partner is entitled and obligated to inspect the installation and charge a fee for switching on the equipment. Obvious improper installation may result in refusal to switch on the equipment.

In the event of serious breaches of the regulations (DIN VDE 0100 and 0180, among others), the electricity supply is blocked.

- 2.13** **The main connections can only be installed by LMS or its service partner. Exceptions to this are not possible.**

- 2.14** The Customer is responsible in each case for the safety of the system. Installed electrical connections or safety fuses, as well as junctions, must remain accessible (also floor chutes).

The labour costs for repair work to installations that have not been carried out by LMS or its service partner are calculated on a time basis.

- 2.15** Junctions at which the power lines for several stands are connected are housed, if possible, in box sections. Should it only be possible, however, in the area of one trade fair stand, then the Customer must accept this. He can not assert a claim for a reduction in the stand rent.

- 2.16** The electricity costs are determined by LMS or its service partner and invoiced.

The Customer is obligated to switch off the entire electricity supply each day at the latest 2 hours after the exhibition has ended. Circuits for devices which permanently require electricity are excluded from this.

For reasons of safety LMS reserves the right to switch off the Customer's entire electrical supply after the end of the event.

## **§ 3 Sanitary installations (water, gas)**

### **3.1 Technical conditions**

#### **3.1.1 Water connection**

The water pressure in the halls is 4.5 bar static. The hardness is approx. 9.5° dH.

The DIN EN 1818 standard applies on the trade fair grounds.

Each water connection is secured by a main water tap. The Customer is obligated to close this each day at the latest 2 hours after the exhibition has ended.

#### **3.1.2 Water consumption**

If large volume of water is used water consumption will be metered. If consumption is low a flat rate will be charged.

Consumption will be charged for on the basis of prevailing water costs. As water connection for the cooling of laser equipment is not always available, prior inquiry is absolutely necessary.

#### **3.1.3 Gas connection**

Only devices and heat-producing appliances that are permitted by DVGW can be connected. The gas pressure is approx. 22 mbar. The net heating value is 10.2 kWh/m<sup>3</sup> (natural gas).

The gas appliances must be connected by the relevant professionals and checked for leaks and proper functioning; this must be recorded in a protocol.

The terms and conditions of the relevant leaflets and forms must be satisfied for heat-producing appliances. These can be forwarded on request.

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## 3.1.4 Liquid gas

Liquid gas is only permitted in special circumstances and requires the special authorisation of the safety acceptance authorities. Gas lines are laid in zinc-coated steel pipes or in approved copper pipes.

Upon request liquid gas bottles can be procured from LMS or its service partner and replaced if necessary.

## 3.1.5 Pipe fitting

The pipes are fitted from the connection chute in the supply channels.

The pipes are fitted on the hall flooring from the supply channel to the consumption point. This can have the result that some pipes have to be led through the stand area.

Damage to the hall floor is not permitted.

In the hall corner points a water supply point is possible upon request using a lifting system. The additional costs arising therefrom shall be borne by the Customer.

## 3.1.6 Exhaust pipes (for gas fires)

Exhaust gases from gas fires can only be dissipated into the hall upon request. Such requests must be made at the latest 30 days before the commencement of the trade to LMS or its service partner.

## 3.1.7 Flue tubes (for oil burners and fixed fuel-fired boilers, etc.)

Flue tubes must be dissipated at least 1.0 m above the hall roof in accordance with the regulations of the safety authorities. **A flue tube installation is not possible in all halls or from any point.**

Please forward requests at the latest 30 days before the commencement of assembly work to LMS or its service partner as flue tube installations are not possible during the assembly period.

## 3.2 Default fines

Orders received after the commencement of the assembly work are subject to an additional cost of 10%. On the last day of assembly work this additional cost rises to 20%.

## § 4 Compressed air

### 4.1 Ordering and technical conditions

The compressed air connection must be ordered at the latest four weeks before the commencement of the exhibition. For orders received after this date, the timely provision of the ordered service can not be guaranteed before the commencement of the trade fair. Orders received within 4 weeks of the commencement of the trade fair are subject to an additional fee of 25 %.

The operating pressure is 6 bar. Please inform us already when placing your order, if you require oil-free air! We shall invoice you for the corresponding additional costs.

The Customer shall inform LMS about the maximum consumption volume which LMS promises to supply with an operating pressure of 6 bar. If the Customer increases the consumption volume during the trade fair, LMS shall levy a retrofitting fee (flat rate) and the additional costs incurred on the basis of work sheets.

LMS will be pleased to carry out installations on the Customer's stand from the transfer point against extra invoicing and on the basis of work sheets. Distribution from the transfer point to several trade fair stands is not possible.

### 4.2 During the trade fair

LMS hereby guarantees supply with compressed air from the official start of stand set-up work, at the latest 48 hours before the official start of the trade fair.

The compressed air hookups, distribution units and floor conduits must also be accessible for LMS or its service partner during the trade fair.

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In the event of faults regarding the supply with compressed air please contact LMS or its service partner immediately. Due to reasons of proof, complaints may only be accepted and processed during the trade fair.

Please note that the compressed air supply will be switched off after the trade fair has finished.

## 4.3 Safety

The Customer shall be solely responsible for adherence to accident prevention regulations and the overall safety of the system from the transfer point.

The connections may only be made by LMS or its service partner (Exception see 5.5.1 Technical Guidelines).

## § 5 Telecommunication/Internet

### 5.1 Scope of application/Usage period

5.1.1 The following provisions apply to both the provision and use of general access to a public telephone network which is subject to a fee (hereinafter referred to as „telephone connection“), as well as broadband Internet access via LAN and WLAN technology (hereinafter referred to as „Internet access“, together with „telephone connection“ also „telecommunications services“).

5.1.2 We refer to the provisions in § 4 Terms and Conditions of Service with respect to the commencement of the usage period. The right of the customer to use the purchased services within the field of telecommunications services ends when the exhibition period is officially closed, whereby the opening times indicated for the exhibitors are decisive.

### 5.2 Telephone connection incl. fax

5.2.1 With the order of a telephone connection, LMS provides the customer with access to a public telephone network. The customer decides whether this is effected by means of Voice-Over IP technology („VoIP“) or as a conventional analogue telephone connection. The customer is entitled to use the VoIP telephone connection for voice communications and the analogue **telephone connection for voice communications and fax messages.**

5.2.2 The usual domestic and international connections, if corresponding agreements have been made, are enabled. A connection via Call by Call or Pre-Selection is not possible.

### 5.3 Internet access

5.3.1 Depending on the scope of the services he has purchased, the customer obtains a broadband Internet connection if he has ordered Internet access, which the customer can use via a wireless network (hereinafter referred to as „WLAN“) or via the network connection provided by LMS (hereinafter referred to as „LAN“), based on the infrastructure of LMS. The data transfer speed depends in particular on the utilisation of the network, the data transfer speed of the server of the respective content provider, the quality of the aerial used by the customer and the frequency range used, as well as the number of WLAN users.

5.3.2 LMS is entitled at any time to provide full, partial or temporary Internet access to other co-users. LMS reserves the right to restrict the Internet access of the customer to permissible usage in accordance with the terms and conditions of use in § 5. LMS shall take the interests of the customer into due consideration.

5.3.3 The wireless data transmission between the WLAN transmitter (access point) and the orderer's end device is uncoded. The possibility can therefore not be excluded that third parties may obtain unauthorised access to the data transmitted by WLAN. LMS expressly draws attention to the risk that malware (e.g. viruses, Trojans, worms etc.) could get onto the end device when the Internet access is used. In the event of transfer of sensitive data, LMS recommends the use of appropriate security technology (e.g. VPN). Virus protection is not provided by LMS.

5.3.4 A user name and password (login details) are provided to the customer for the agreed period for using the Internet via WLAN.

5.3.5 The customer is solely responsible for the content, which he retrieves, uses or disseminates, irrespective of the format. This content is not checked by LMS.

# General Terms and Conditions for Installation and Furnishings

## 5.4 Availability of the telecommunications services

- 5.4.1 LMS is entitled to suspend the service, limit its duration or stop it fully, partially or temporarily, if this is required for reasons of public safety, the security of the network operator, the maintenance of network integrity, the interoperability of services or data protection. LMS will eliminate any faults at the earliest possible time within operational and technical possibilities. The customer cannot assert any claims against LMS in this respect.
- 5.4.2 Maintenance work is generally carried out by LMS outside the event times. However, LMS is also entitled to perform maintenance work during the events, if such maintenance work cannot be delayed owing to security-related considerations. The customer cannot assert any claims against LMS in this respect.

## 5.5 Duties of the customer/Requirements for WLAN usage

- 5.5.1 The login details transferred for the use of the Internet cannot be transferred to third parties. The customer undertakes to treat the login details in the strictest confidence and not disclose them to third parties. The customer is obligated to immediately inform LMS if he/she suspects or becomes aware of the misuse of login details.
- 5.5.2 The customer is obligated to provide his own end devices needed for the use of the telephone connection and the Internet, or procure these end devices from LMS.
- 5.5.3 Requirements for use of the Internet via WLAN include:
- a WLAN-compatible end device, which supports the transfer standard IEEE 802.11 b, IEEE 802.11 g, IEEE 802.11 n or IEEE 802.11 ac.
  - the customer must establish a connection with the WLAN of LMS. The network names required here (SSID) are indicated on the end device and must be selected depending on the service ordered.
  - the customer must set his web browser so that it accepts Cookies, does not establish a connection via a proxy server and permits an automatic redirection.
- 5.5.4 The customer is obligated to immediately inform LMS of any faults, identified misuse or illicit internal or external access to the telecommunications services.
- 5.5.5 The customer must only allow LMS or its service partners to perform work on the infrastructure of LMS for the telecommunications services.

## 5.6 Permissible usage

- 5.6.1 The customer cannot violate these terms and conditions of use or statutory prohibitions, the moral standards and/or rights of third parties (name, copyright, data protection rights, etc.) with type, content and/or intended purpose of the use of the telecommunications services.

The customer undertakes in particular

- to observe the copyright and trademark laws, as well as the rights of third parties subject to industrial property rights in some other way, as well as the privacy rights of third parties,
- to observe the applicable regulations on the protection of minors,
- not to show, make accessible, send, disseminate, store or allow to be stored, any harassing or slanderous content, content which may infringe the privacy of others, abusive, threatening, impermissible or otherwise illegal or unethical content, in particular no pornographic content, content which glorifies violence, inciting content, or make reference to such content,
- not to incite criminal acts or provide instructions on how to commit criminal acts, make such content accessible to the public, send, disseminate, store or allow to be stored, or make reference to such content,
- to not use the Internet access for sending mass e-mails (spam) and/or other forms of impermissible advertising,
- to not deliver or transfer any viruses or malware (so-called Trojan Horse), or request their transmission.

The customer also undertakes

- not to interfere, modify or damage the Internet connection or other networks, as well as to protect the end devices transferred by LMS against the impact of electrical external voltage and/or magnetic effects,
- not to use any tools or run applications which could cause changes to the physical or logical structure of the server or the WLAN network or other networks.

- 5.6.2 If the customer violates the provisions mentioned in § 5.6.1, LMS is entitled to fully, partially or temporarily restrict or block access to the telecommunications services.

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**5.6.3** The setup of an exhibitor's own network must be requested from LMS. The customer is obligated to observe the content on the form „Internet Datasheet (exhibitor's own WLAN network)“ of the service documents, as well as on the Stuttgart Messe service portal ([www.stuttgart-messeserviceportal.de](http://www.stuttgart-messeserviceportal.de)).

## **5.7 Liability for telecommunications services**

**5.7.1** Insofar as liability restrictions and exclusions are dealt with here in § 5, the provisions of § 8 Terms and Conditions of Service remain unaffected thereby. The limitations for liability exclusions and restrictions of LMS regulated in §§ 8.2 to 8.4 Terms and Conditions of Service apply in particular to liability restrictions and exclusions of LMS in § 5, and also similarly to liability exclusions and restrictions according to § 5.

**5.7.2** The use of the telecommunications services in accordance with § 5 is effected at the customer's own risk. The customer is therefore solely responsible for the protection and security of his data transferred in public networks, and the end devices used according to the current state of technology.

**5.7.3** Within the framework of providing telecommunications services, LMS is not liable for any damage which the customer incurs directly or indirectly from the use of the telecommunications services in accordance with § 5.

**5.7.4** If the customer violates the provisions in § 5.6.1 and is responsible for the breach, the customer assumes liability in respect of LMS for the replacement of all arising damage. The customer exempts LMS of all liability claims asserted by third parties as a result of these breaches.

## **5.8 Hardware**

**5.8.1** If LMS transfers hardware or other objects to the customer for the use of the telecommunications services for a limited period (hereinafter referred to as „rental items“), the rental items are generally transferred in the Business Centre, if the customer has not ordered a pick-up and delivery service from LMS or its service partner. Appointments require written confirmation.

**5.8.2** The customer is obligated to return the rental items in a clean, proper and functional state to the Business Centre after the end of the contractual period or make such items available for the pick-up and delivery service.

**5.8.3** If the rental items are returned more than one hour after the end of the trade fair, the customer is obliged to duly inform LMS or its service partner thereof and agree an exact time for the return of the rental items. However, such an agreement does not affect the contractual payment obligation of the customer (cf. §§ 13.11 and 13.12 Terms and Conditions of Service).

## **5.9 Connection fees**

**5.9.1** The customer must pay fees for the telecommunications services which are invoiced based on the type and/or scope of usage, as well as fees for the unauthorised use of the telecommunications services by third parties insofar as the customer is responsible for this usage.

**5.9.2** Objections against the amount of the connection fees or other usage-related fees must be made in writing within eight weeks of receipt of the invoice to LMS. The absence of timely objections is considered as acceptance.

## **5.10 Traffic data**

**5.10.1** The customer agrees that LMS can collect, process and use the IP address assigned to the customer for use of the Internet access, the period of use, as well as other traffic data. The traffic data contains in particular information on which websites were accessed.

The collection, processing and utilisation of the aforementioned data is effected for invoicing purposes, as well as for data security, eliminating faults and for clarifying misuse.

**5.10.2** The stored data is deleted after 90 days, unless a deletion is prevented by legal obligations to retain such data. In this case, the data is deleted following expiry of the legal retention period.

## **§ 6 Ceiling suspensions**

**6.1** Wire suspensions are not possible from every point. The corresponding approval must be sought from the Technical Services Department of LMS. Wire suspensions from the hall ceilings of LMS may solely be carried out by the authorised service partner of LMS.

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- 6.2 Only wire suspensions vertical from the transfer point of the o-ring must be used. Ceiling/Floor connections are forbidden. For damaged and/or lost wires a flat-rate fee of 100.00 net is charged.
- 6.3 Orders are only possible after the expiry of the order time defined for the specific trade fair upon request and are subject to an additional fee of 25%. This additional fee is 50% from the time the assembly work commences.
- 6.4 Express reference is made to the Technical Guidelines of LMS.

## § 7 Drilling holes

For reasons of safety and liability holes are only allowed to be drilled by LMS or its service partner.

## § 8 Floor covering

The following are not considered defects:

- Optical differences in colour due to pile reversal (shading)
- Standard production deviations in quality, colour and strength
- Misalignment of lengths (pattern repeat), which is determined by production

## § 9 Lettering and presentation systems

- 9.1 LMS shall accept no liability for the destruction of or damage to any kind of artwork and work materials sent by the Customer, unless this is due to deliberate intention or gross negligence on the part of LMS or its service partner.
- 9.2 Using commercially available detection software, LMS or its service partner shall check all kinds of data carriers sent by the Customer for the existence of so-called virus programs. LMS or its service partner shall not process data carriers that are found to contain viruses; related delays shall be borne by the Customer. If a virus program cannot be detected in spite of all the precautionary measures of LMS or its service partner, the sender of the data carrier shall be liable for any resulting damage.
- 9.3 If the data carriers that are sent contain stipulations relating to the colour tones to be printed, they shall be designed in such a way that printing can take place without any additional changes using the 4-colour printing process (CMYK). On request, LMS or its service partner shall provide the leaflets „Data preparation“ which contain extensive information on how to prepare a file for application of the 4-colour printing process. However, if the Customer provides data that are unsuitable for the 4-colour printing process,
- LMS shall accept no liability whatsoever for colour differences;
  - any additionally requested printout shall be charged separately;
  - all other related expenses shall be charged separately.

## § 10 Plants

Special requests shall only be taken into account if LMS is informed accordingly at least 14 days before the start of the trade fair.

## § 11 Stand cleaning

### 11.1 Conclusion of contract

If an offer from LMS is based on information from the Customer, LMS shall be entitled in the case of differences between the actual conditions and this information to adapt the terms of the LMS offer or of an already concluded contract to a reasonable extent according to the actual conditions; this shall apply, for example, to incorrect information regarding the size of areas to be cleaned.

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## 11.2 Performance of services/co-operation and conduct obligations

**11.2.1** If the Customer prescribes the use of certain materials, he shall make them available to LMS or its service partner locally free of charge. If the Customer commissions LMS or its service partner to provide materials prescribed by him, they shall be invoiced to the Customer, if they do not form an integral part of the offer/bill of quantities of LMS, at the selling price of the contractor's suppliers according to their latest price list plus an administration and handling fee of 20%. The Customer shall accept liability for the suitability of these materials, their technical functioning and their safety. Unless otherwise agreed, LMS or its service partner shall not be obliged to inspect the materials.

**11.2.2** The Customer shall be obliged to take, at his own expense, all pertinent and organisational measures which enable LMS or its service partner to carry out our work unhindered. In particular, the Customer shall be obliged to grant the employees and agents of LMS or its service partner unimpeded access to cleaning areas and light, power and water connections every day for a sufficient period before the start of the event and after the event has finished; the necessary keys shall be handed over to LMS or its service partner before the start of the event.

If the action described in this clause is not ordered by the Customer, LMS shall be entitled to take suitable measures or arrange for them to be taken at the expense of the Customer and to pass on the costs to him.

**11.2.3** In order to enable LMS or its service partner to duly furnish the service, the Customer shall make sure that the area/surface to be cleaned is in a proper state (in particular, is not excessively dirty). If negative and not only minor deviations from this proper state make it difficult for LMS or its service partner to furnish the services and/or lead, in particular, to increased costs, LMS shall be entitled to increase the contractual fee by a reasonable amount.

## 11.3 Prices and payment terms

The (m<sup>2</sup>) areas shown in the order form / online form „Stand cleaning“ shall apply on the following conditions:

**11.3.1** In the case of multi-storey stands, the basic area of all floors shall be regarded as the area to be cleaned and shall be invoiced separately per floor.

**11.3.2** The stand area of our Customer on the hall layout plan shall be regarded as the area to be cleaned.

**11.3.3** Against the background of the accompanying management expenses, LMS is entitled to invoice, per order, in connection with events/trade fairs per event or per trade fair, a minimum invoice amount of 25.00 plus the respective statutory value added tax. This also applies if according to the price conditions of LMS in individual cases only a minimum invoice amount would be billable.

## § 12 Waste disposal

### 12.1 Rental of waste containers/Removal of waste

**12.1.1** LMS will lease to the Customer suitable containers for waste collection. Only waste with the agreed specification may be placed in the containers. The costs for cleaning polluted, respectively fouled containers, that exceed the usual costs for cleaning, will be charged to the Customer

**12.1.2** The Customer is solely responsible for the pertinent declaration of the refuse in accordance with the pertinent and statutory regulations; the Customer is liable for their correct nature. In addition, the Customer is solely responsible for compliance with the statutory regulations and official directives concerning the storage and provision of refuse for collection (incl. provision of all required documents).

**12.1.3** LMS is only obliged to take the agreed amount of waste from the Customer, provided that the waste complies with the agreed specification. Minor deviations will be ignored, however the waste must not contain any substances that are contrary to the specification, which due to their high acid content or for some other reasons, can corrode, damage or unusually contaminate the refuse bins, containers or vehicles.

**12.1.4** LMS or its service partner are entitled, but not obliged, to check that the specification of the waste complies with the contractually agreed specification, prior to accepting the waste. Testing is carried out at the expense of LMS, unless the tests show a not inconsiderable deviation. In this case, the Customer shall bear the additional costs incurred by LMS carrying out the test.

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**12.1.5** The Customer engages to provide on the agreed date the agreed quantity of waste according to the specification, at the agreed location, so that loading can take place without delay.

**12.1.6** LMS does not obtain ownership of the waste. However, the Customer authorises LMS irrevocably to sell the waste on the account of the service partner to a third party and to forward the ownership of the waste to a third party.

**12.1.7** If LMS finds after acceptance of the waste, that the accepted waste deviates considerably from the agreed specification, upon request, the Customer is obliged to collect and take back the waste immediately from the location from which it is currently held, at the expense of the Customer.

## **12.2 Disposal**

**12.2.1** The waste disposal obligation of LMS only applies for waste with the agreed specification, §12.1.3, clause 2 applies accordingly. Where the waste conforms with this specification, LMS or its service partner will handle the waste disposal management obligations on behalf of the Customer (§ 16 Para. 1 Clause 1 KrW-/AbfG). Where the waste does not conform with the specification, LMS is not obliged to carry out waste disposal for the Customer. Where LMS encounters a waste disposal management obligation due to waste that does not conform with the specification, LMS can choose to demand that the Customer carry out disposal of the waste in accordance with the statutory requirement and claim its loss of profit, or LMS can carry out the waste disposal itself. In the latter case, in addition to a claim for payment of the agreed remuneration, LMS also has a claim for compensation for all the additional expenditure that is incurred for the disposal of the actual specification in deviation to that which was contractually agreed upon. Additional rights, in particular the claim for compensation and a contractual penalty, remain unaffected.

**12.2.2** LMS is not obliged to dispose of the waste at its own waste disposal facilities; LMS can also dispose of the waste by supplying it for recycling or for disposal at the waste disposal facilities that are operated by third parties. The waste disposal companies selected by LMS comply with the statutory waste disposal requirements for the disposal of waste of the agreed specification. However, the Customer has no right to demand that the waste disposal company selected by LMS has an indemnification according to the Verification Directive (NachwV), unless something else is expressly agreed upon.

**12.2.3** Where special features must be taken into account during transportation or disposal of the waste, this must be pointed out to LMS or its service partner by the Customer when concluding the contract. This applies in particular for official requirements.

**12.2.4** The Customer only has a right to a specific type of disposal, that goes beyond the official requirements, when this has been expressly agreed upon.

**12.2.5** LMS or its service partner are entitled to place in intermediate storage the accepted waste prior to its final disposal, without a special agreement being required in this regard.

**12.2.6** The responsibility of the Customer for proper disposal as laid down in the waste disposal legislation, remains unaffected by LMS being instructed in accordance with § 16 Para. 1, Clause 2 KrW-/AbfG.

## **12.3 Evidence of waste disposal management**

**12.3.1** The responsible statement (VE) and the declared analysis (DA) according to NachwV, as well as the notification that may have to be given by the Customer in accordance with the NachwV, will be issued by the Customer, unless something else is expressly agreed upon. The acceptance statement (AE) according to NachwV, will be issued jointly by LMS together with the third party instructed by LMS. The same applies for accompanying documents and dock receipts according to the NachwV.

**12.3.2** Where there is no statutory obligation to keep a formal verification of waste disposal according to NachwV, the invoice issued by LMS shall apply as verification for the waste disposal. Where the Customer has a justified interest in a separate confirmation, LMS will issue this confirmation against suitable reimbursement of the additional cost.

## **12.4 Miscellaneous conditions**

**12.4.1** Used fats must be separately disposed of and may not be placed together with the residual waste.

**12.4.3** The principle of waste separation applies to all waste without limitation.

**12.4.4** For waste, that has not been notified, and which is disposed of by LMS or its service partner, an increased fee will be charged according to the price list in the order/online form.

## § 13 Photography/Video

### 13.1 Granting of rights

The photographic material of LMS is provided to the Customer solely for the expressly specified purpose and only for publication once, respectively for the otherwise agreed use within the German speaking area. An express written agreement is required for a transfer of any kind of usage rights. A transfer to third parties is not permitted; this also applies for holding companies or (dependent) branches of the Customer or any other associated companies. The photographic material provided remains the property of the photographer and is to be returned to the photographer by the Customer without delay after completion of the agreed use at the expense of the Customer. Where a selection of photographs are provided, the usage rights will only be given for the finally selected photographs; the other photographs are to be returned to LMS immediately after selection has taken place.

### 13.2 Obligations of the Customer

The Customer bears the risk for all circumstances that are beyond the control of LMS; including the weather during outside photography, timely provision of products, presence of requisites (insofar as these are to be procured by the Customer), travel restrictions, nonappearance of announced representatives of the agency and the advertising medium.

### 13.3 Copy right and file copies

Publication or other use of the photographic material of LMS is only permissible provided a copyright notice is appended in favour of LMS next to the picture. Where the copyright is not specified, a surcharge of 100% of the fee for the picture can be levied. Prior to any publication, LMS must be provided with two file copies free-of-charge and without these having to be requested.

### 13.4 Fees

Any use of the photographic material of LMS is subject to a fee. This also applies for working copies, such as layouts, Customer presentations, dummies, etc. The fee for this is to be agreed prior to use. Fee agreements only apply for a single publication, the stated purpose, the German speaking area and, with books, for the first edition in the German speaking area. Any further use is subject to a fee. In the event of the unauthorised use of the photographic material, subject to any further claims for compensation, a three-fold fee shall become payable. In addition to the fee, LMS will also charge for all materials and other ancillary costs (model fees, casting, location, assistance, requisites, travel expenses, etc.).

## § 14 Delivery and collection of exhibits/Forwarding agent

### 14.1 The official forwarding agent for trade fairs/exhibitions is Schenker Deutschland AG, DB SCHENKERfairs.

Schenker Deutschland AG, DB SCHENKERfairs works solely on the basis of the latest version of the German General Conditions for Forwarders (ADSp), most recent edition, applied directly or mutatis mutandis. No. 23 of ADSp stipulates that legal liability for goods damage according to § 431 of the German Commercial Code (HGB) is limited to 5 EUR per kg for damage incurred during safekeeping of goods by forwarder; to 2 SZR (special drawing rights) per kg in the case of multimodal transport incl. sea freight and, per damage case or event, to 1 mio. EUR or 2 mio. EUR or 2 SZR (special drawing rights) per kg, depending on which amount is higher, and the Conditions of the Forwarders Insurance, most recent edition.

### 14.2 For reasons of safety and liability the operation of cranes and hoisting devices on the trade fair grounds must solely be carried out by the trade fair's forwarding agent.

For crane and assembly work, the „General Conditions of Business of the German Group of Heavy Transport and Crane Work“ (BSK) shall apply.

### 14.3 The basis for accounting for all services shall be the trade fair forwarding rates agreed with LMS, which are included in the forwarding agent list of services of the official trade fair's forwarding agent. Where required, these conditions can be obtained, just as the other aforementioned documents, from the trade fair's forwarding agent.

### 14.4 In the interest of smooth processing of delivery and collection all exhibits must be forwarded to the trade fair's forwarding agent, carriage and expenses paid, stating the hall and stand numbers.

The trade fair's forwarding agent uses a temporary importation document to clear exhibits of foreign exhibitors through customs. The Customer is responsible for submission of the necessary documentation, such as invoices or packing lists.

The trade fair management cannot accept consignments and is never. The limitations of liability acc. to § 8 of the General Terms and Conditions for Services shall apply.

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- 14.5** If you use your own vehicles for transport, entry permits must be ordered in good time. This also applies if delivery is effected by other forwarding agents. Liability of the trade fair's forwarding agent ends within the official stand set-up period with placement of the goods on the designated stand even if the Customer or his representative is not present.

Liability for return transport begins when the goods are collected at the stand even if the forwarding documents have been delivered to the forwarding agent's office beforehand.

**14.6 Storage of empty containers**

In accordance with the regulations of the Technical Service of LMS and the fire brigade, it is not permitted to store empty containers on the trade fairgrounds or in the exhibitions halls during the trade fair. Collection and storage by the trade fair's forwarding agent must be ordered in writing.

If empty containers are found in the trade fair halls immediately prior to the opening of the event these can be removed by the trade fair's forwarding agent according to an instruction issued by LMS, even if this has not been ordered by the Customer. The Customer will be charged with the costs arising.

Empty containers are insured by the trade fair's forwarding agent only on special written request.

## § 15 Stand catering

**15.1 Scope of service**

- 15.1.1** Deliveries to trade fair stands shall be restricted to the trade fair site and shall be arranged individually. Deliveries cannot be made to the catering or congress rooms situated on the trade fair site.
- 15.1.2** Deliveries shall be made between the hours of 8 a.m. and 4:30 p.m. So that deliveries can be as punctual as possible, orders should be placed on the previous day by 10 a.m. at the latest.
- 15.1.3** The Customer is responsible for ensuring that deliveries are properly received at the agreed delivery time. In the event that a second delivery of the same goods should be necessary for reasons for which LMS is not responsible, an additional charge of 25 EUR plus statutory VAT shall be added to the invoice.
- 15.1.4** Upon delivery or collection, the Customer or an agent for the Customer shall sign for the completeness of the rented goods. If no authorised person is available on site at the time of the collection of the rented goods, LMS or its service partner shall establish the completeness and undamaged condition of the rented goods and the Customer shall tacitly accept this.
- 15.1.5** Deposits shall only be repaid on empties that are returned as complete units. Incomplete units shall be collected; however the deposit shall not be returned.
- 15.2 Transfer of risk and liability**  
Express reference is made to the need for particular care when operating beer engines (CO<sup>2</sup> equipment). If the Customer is intending to use the aforementioned equipment, this shall take place at its own risk.

## § 16 Mobile card terminals

**16.1 Scope of service**

The POS terminal is connected by the service partner of LMS on site. The Customer is required to be available at the appointed time.

The terminal software is provided for the duration of the contract. The Customer hereby receives a limited right of use, restricted to the duration of the contract. This can not be forwarded to third parties. The Customer shall be responsible for the procurement of other software for connection to additional hardware.

**16.2 Deposit**

The POS terminal must be returned without request at the latest 1 hour after the event has ended to the Business Centre. If the device is not returned within this period, the full value of the deposit paid is retained.

## **16.3 Invoicing, payment and delay**

The rental price, including the deposit, is due in advance on the basis of an invoice. The final invoice is issued after the return of the terminal.

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