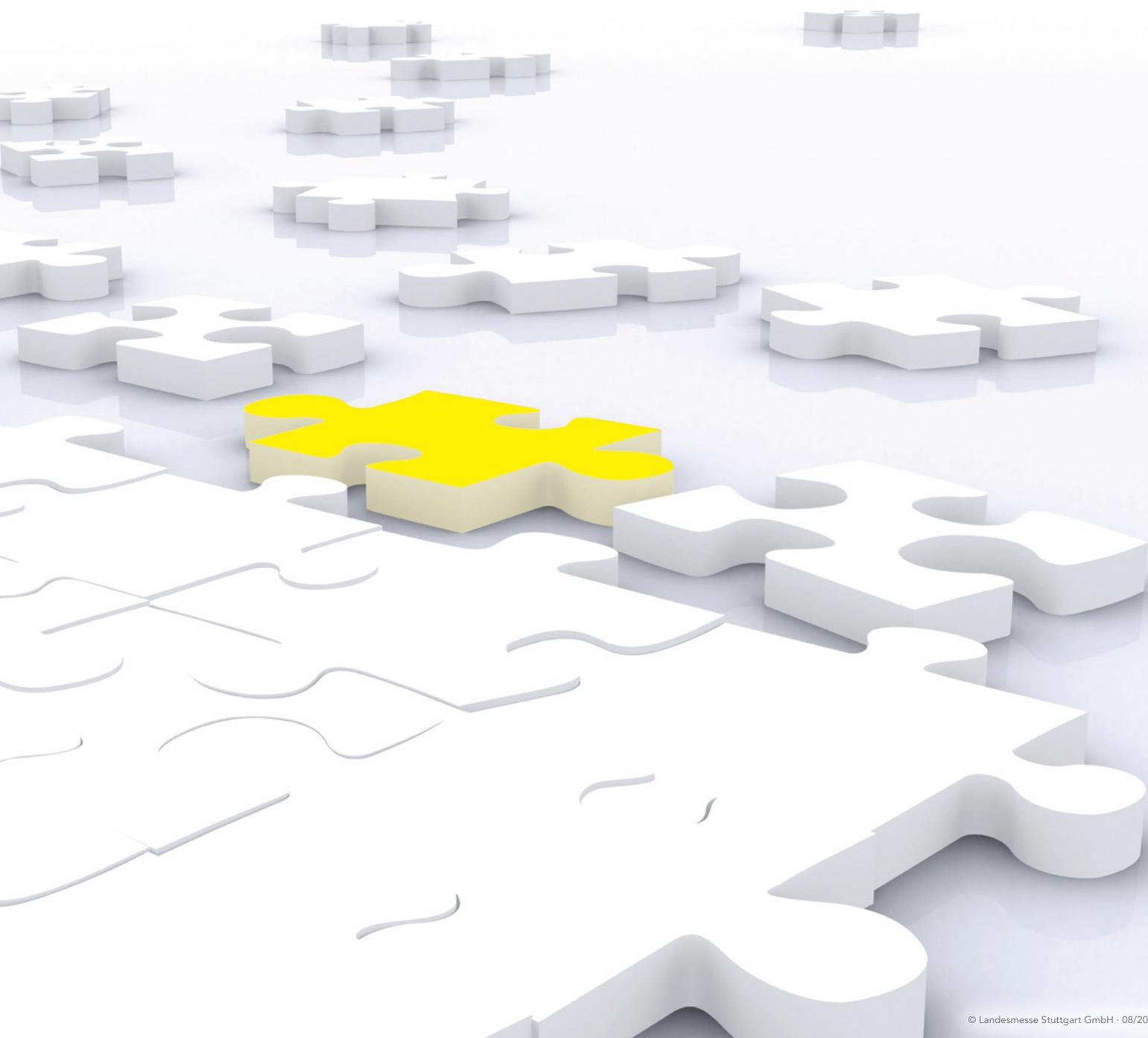




# General Terms and Conditions

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. In general, they are not confirmed by LMS.

- 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. 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.

# General Terms and Conditions for Services

## § 8 Limitation of liability

- 8.1 LMS is only liable for damage arising from the defective state of delivered or rented objects or from a breach of its contractual duties due to gross negligence or intent on its part, unless a culpable breach of fundamental contractual duties is presented or a culpable breach by LMS, one of its legal representatives or one of its auxiliaries is presented which leads to damage from injury to life, body or health.
- 8.2 Fundamental contractual duties are duties safeguarding essential contractual legal positions of the Customer, which are granted to the Customer by contract with regard to its content and purpose; furthermore, fundamental contractual duties are duties the fulfilment whereof is subject to the proper execution of a contract and the observance of which the Customer relies on and may rely on regularly. In the case of a breach of fundamental contractual duties, the compensation to be paid by LMS is limited, however, to the typically foreseeable damage after the process.
- 8.3 If, taking into consideration § 8.1 and § 8.2, the liability of LMS is limited, this also applies to the personal liability of its employees, workers, colleagues, representatives and auxiliaries.
- 8.4 In cases of force majeure, which prevent LMS or its service partner from fulfilling their contractual obligations in part or full, LMS is released of its obligations until the end of the force majeure situation. LMS shall immediately inform the Customer thereof unless it is prevented from fulfilling its obligations due to the force majeure situation. The impossibility of sufficient supply of auxiliary aids such as electricity, as well as strikes and lock-outs and official interventions, unless they are only of a short-term duration or are owing to LMS, also equate to cases of force majeure. This also applies if the fulfilment of the assumed obligations can not be effected due to a pandemic.
- 8.5 In the cases of force majeure according to § 8.4, the costs arising up to the time of their onset related to the contractual obligation shall be borne by the Customer. If the Customer used the contractual service up until the onset of the force majeure situation, the (partial) amount apportionable thereto of the agreed counter-service shall be provided by him.

## § 9 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.

## § 10 Limitation of actions

- 10.1 All contractual and statutory claims by the Customer against LMS become time-barred after one year.
- 10.2 The provision in § 10.1 is only applied, however, within the scope of the provisions according to § 8.1 to § 8.3.
- 10.3 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.

## § 11 Liability of the Customer

- 11.1 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.
- 11.2 The Customer is liable for the consequences that arise from the imprecise, incomplete and/or wrong completion of the order form/online order form.
- 11.3 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.

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## § 12 Special regulations for rental objects

- 12.1 The rental objects shall remain the property of LMS or its service partner.
- 12.2 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). Any other use during the rental period is not permitted.
- 12.3 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.
- 12.4 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.
- 12.5 Subletting rental objects is not permitted.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 The Customer must make the rental objects available for collection at the end of the rental period in accordance with § 12.8 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.
- 12.11 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.
- 12.12 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.

## § 13 Special regulations for purchase items

- 13.1 LMS retains ownership of the property of purchase items until all payments from the business transaction with the Customer have been received.
- 13.2 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.

## § 14 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.

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

- 15.1 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.
- 15.2 The place of fulfilment is Stuttgart.
- 15.3 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.

## § 16 Severability clause

- 16.1 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.
- 16.2 In the event of discrepancies between the English and German version of the respective terms and conditions, the German version prevails.

Revised: 3 February 2013

# General Terms and Conditions for Installation and Furnishings

## § 1 Modular stands and stand partition walls

### 1.1 Nails and screws

The use of nails or screws is not permitted on any of the floor and wall elements. To fasten objects, advertising panels and similar items, the use of suspension and cord hooks of LMS is recommended. All materials used must be removed residue-free. Any marks or traces on the ceiling or wall elements caused by unsuitable adhesive tape will be removed at the lessee's expense.

### 1.2 Bonding and fastening of material

Decorative fabrics and materials may only be bonded and/or otherwise fastened to ceiling and wall elements with the express consent of LMS.

### 1.3 Statics regarding stand partitions walls

For statics reasons it is necessary to place a supporting wall every 4 linear metres of the stand partition walls. This must not be removed by the Customer. These supporting walls must be taken into consideration during ordering. The supporting walls are positioned on the stand area for which the stand partition walls have been ordered.

### 1.4 Necessary modifications

Modifications to the stand structure/construction for reasons of optimisation and statics shall remain reserved.

## § 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).

### 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

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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).

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.

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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.

#### 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.

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## 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.

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.

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## 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

### 5.1 General rules

Express reference is made to the application of the Telecommunications Customer Protection Act.

### 5.2 Technical conditions

5.2.1 A general network connection to a public fixed telecommunications network shall be provided. The Customer may use the connection for voice telephony, facsimile, data communication and other telecommunication facilities.

5.2.2 The Customer shall be allowed to make and receive national and international standard calls, to the extent appropriate agreements were concluded. Carrier selection by the call-by-call or pre-selection method shall not be possible.

5.2.3 Connections shall be made with an availability of 97.5 %. As advance services are provided by other network operators, LMS has no influence on the quality and availability of such services. LMS shall not be responsible for any interference occurring thereby.

### 5.3 Duties of the Customer

5.3.1 The Customer undertakes to use the connection solely for utilization of the services agreed in accordance with the provisions under § 5.2.1 General Terms and Conditions for Services.

5.3.2 The Customer undertakes to

- keep the facilities surrendered free from any influence of external electric voltage and/or any magnetic effects
- have any work on all the infrastructure and the contractual items performed solely by LMS or its service partner
- not offer, transmit or request transmission of viruses, „trojanic horses“, junk mail, spam, chain letters or unrequested bulk email
- ensure that the network components are not overloaded by excessive use.

5.3.3 The rental item is transferred in general in the business centre if the Customer has not ordered the delivery and pick-up service from LMS or its service partner. Appointments require written confirmation. In the event where the item is returned later than 1 hour after the end of the trade fair, the Customer is obligated to duly inform LMS or its service partner thereof and to agree an exact time for the return of the rental item. Such an agreement does not affect, however, the contractual obligation to pay on the part of the Customer (cf. §§ 12.11 and 12.12 General Terms & Conditions for Services).

5.3.4 The Customer is obligated after the end of the contract period to return the objects given against payment in a clean, proper and functioning state to the business centre or have them ready for the delivery and pick-up service.

### 5.4 Exclusion of objections to connection fees

Objections against the amount of the time rates or other user-related prices are to be raised in writing with LMS immediately upon receipt of the invoice. Failure to lodge timely objections, namely up to two weeks after the receipt of invoice, are deemed as approved.

Legal claims on the part of the Customer for objections shall remain unaffected after the lapse of this 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.
- 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.

### 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).

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- 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.
- 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.

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**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 conformation 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.

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- 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.

- 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.

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## 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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