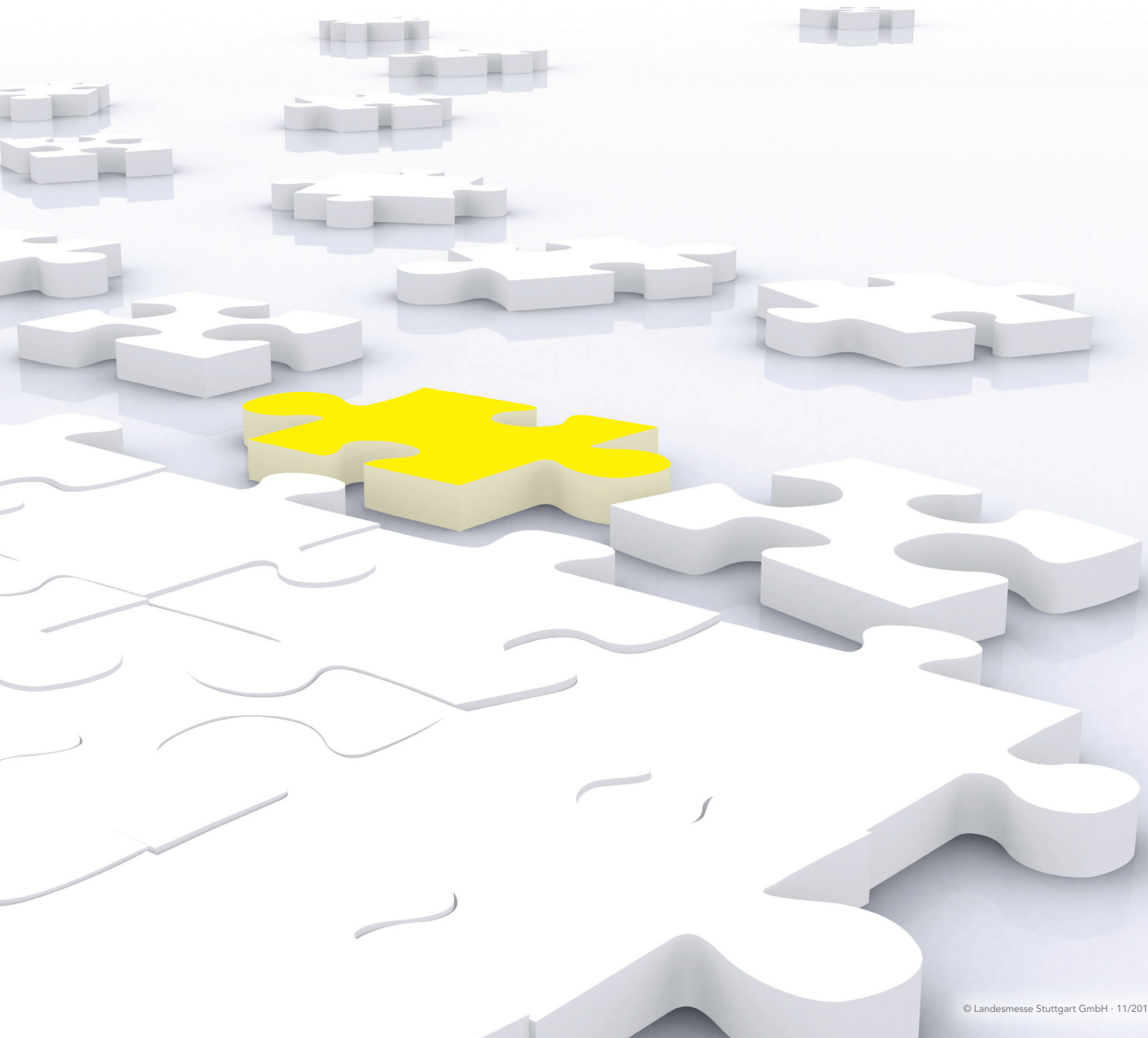




# General Terms and Conditions for Services (T&C for Services) of Landesmesse Stuttgart GmbH (LMS)



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

The General Terms and Conditions for Services supplement the Technical Guidelines of LMS in relation to services, which are commissioned/ordered by the customers in connection with trade fairs and other events (hereinafter referred to collectively as trade fair(s)) from LMS for the Stuttgart location.

## 1 Scope of application

- 1.1 The General Terms and Conditions for Services contain regulations for all services offered by LMS. In the General Section (General Terms and Conditions for Services A) the general provisions for these services are regulated. In the Special Section (General Terms and Conditions for Services B) the special provisions for the respective trades are regulated. The special provisions shall prevail over the general provisions.

The General Terms and Conditions for Services become an integral element of the order upon the signing and return of the order form or the online order in the online ordering system via "[www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)".

- 1.2 Insofar as no other regulation has been explicitly agreed, LMS is a contractual partner of the respective customer, without prejudice to the right of LMS to have the services ordered performed by third service partners or their subcontractors. These act in the name of and on behalf of LMS, unless there is an express agreement to the contrary.

# General Terms and Conditions for Services

## General Section (General Terms and Conditions for Services A)

### A 1 Scope of services

- A 1.1** The services are executed as agreed in the contract. LMS reserves the right to minor variations with regard to the dimension, form and colour. Other variations are only permitted if they are specified with regard to their nature and extent by the parties in writing and mutual consent. LMS is not obligated to check the information provided by the exhibitor for completeness and accuracy.
- A 1.2** Orders are binding for the customer. For services provided to the customer on behalf of LMS, an order confirmation (for each individual trade of the order) is generally issued by the respective service partner of LMS on behalf of LMS, with which a legally binding contract is concluded between the customer and LMS, unless otherwise agreed in writing. However, if no order confirmation is issued for these services (which are provided on behalf of LMS), the legally binding contract is concluded between the customer and LMS when the ordered service is effected by the service partner commissioned by LMS. If the content of the order confirmation for the respective trade deviates from the content of the order, then the contract is also concluded in accordance with the order confirmation to this extent, unless the customer makes a written objection within two weeks, however at the latest upon use or provision of the ordered service. Trades which are confirmed as ordered remain unaffected thereby.
- A 1.3** If a date is agreed for the provision of the service, then this date is extended by the period in which the implementation of the service cannot be affected due to force majeure. If the performance of the contract is impossible or excessively difficult to realise because of the force majeure, then LMS is entitled to withdraw from the contract. Further claims on behalf of the customer are excluded.
- A 1.4** Services commissioned without an order form require express written confirmation and are invoiced separately to the exhibitor.

### A 2 Acceptance of service/Complaints

- A 2.1** The customer must verify the proper condition, road safety and completeness of the services before making use of the services. With regard to obvious defects the services are deemed as completed in accordance with the contract if the customer does not raise any written justified objections immediately after the time the service is provided, however at the latest upon use. The time, location, nature and extent of the defect must be described precisely.
- A 2.2** Apart from that, all complaints related to the fulfilment of the contractually agreed services must be notified in writing to LMS immediately upon their discovery for the purpose of their elimination. In the case of justified defects, LMS is obligated to rectify the defect by way of repair or rework; where goods are delivered it is at the discretion of LMS to rectify the defect with a replacement delivery.
- A 2.3** LMS or the commissioned service partner are not obligated to verify the authorisation of the persons at the exhibition stand.

### A 3 Provision of service/Delivery

- A 3.1** The delivery respectively installation is effected on the agreed date. If a certain date is not agreed, the delivery respectively installation is effected before the commencement of the trade fair at the latest or, depending on the kind of service, during the trade fair.
- A 3.2** Fixed deadlines require the explicit agreement and written confirmation of LMS, or the commissioned service partner.
- A 3.3** If there are no staff at the exhibition stand upon delivery respectively installation in accordance with A 3.1, then the service is deemed to be rendered properly with the placement of the delivered goods at the exhibition stand. The exhibitor shall be liable from that moment for decay and decline, in particular for any damage, spoilage or loss.
- A 3.4** LMS or the commissioned service partner are not obligated to verify the identification of the persons present upon delivery respectively installation.

# General Terms and Conditions for Services

## General Section (General Terms and Conditions for Services A)

### A 4 Prices

- A 4.1 The prices shown in the price lists are the net prices valid for the duration of the respective trade fair, save as otherwise provided. The respective statutory value added tax must also be paid. A discount deduction is not allowed.
- A 4.2 The costs for the transportation to and from the site, as well as for any construction or disassembly work required, are included in the price, unless these costs are quoted separately in the price list.
- A 4.3 In the case of services invoiced on a time basis, the time is rounded up to the next half-hour per day.

### A 5 Terms of payment/Default

- A 5.1 Invoices are generally due for payment upon receipt, unless otherwise stated on the invoice.
- A 5.2 Invoices for orders during a trade fair must be settled immediately upon receipt. The payment can only be effected in cash or using a debit/credit card. Cheques are not accepted.
- A 5.3 Unless the provision under A 5.2 applies, all invoice amounts must be transferred upon receipt of the invoice (or if applicable within the payment period noted on the invoice) without discount and indicating the customer number and invoice number to one of the accounts stipulated on the invoice. If invoices are addressed to a third party on instruction of the customer, then the customer still remains the debtor until the respective invoice is settled in full. Invoice changes, which are made after an invoice is issued at the request of the customer, are invoiced to the customer at a flat-rate fee of EUR 30.00 excluding the respective value added tax for each reissued invoice.
- A 5.4 LMS is not obligated to provide the service before payment of the invoice provided for the respective order.
- A 5.5 The customer shall be regarded as being in default of payment without a reminder upon expiry of the payment term under A 5.3.

### A 6 Withdrawal/Order cancellation

- A 6.1 The customer cannot withdraw from the contract unless the legal prerequisites for withdrawal are fulfilled.
- A 6.2 LMS can permit a withdrawal. In this case the customer must pay 50 % of the full price for withdrawal up to four weeks before the start of the setup period or 80 % of the full price for withdrawal up to one week before the start of the setup period. The full price generally has to be paid for withdrawal after the deadlines stated above.

### A 7 Liability restriction

- A 7.1 LMS shall not be liable, subject to the following restrictions, for any breaches of duty.
- A 7.2 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 breach of duty by LMS, or an intentional or a negligent breach of duty by a legal representative or an agent of LMS.
- A 7.3 LMS shall be liable for other damage which is caused by an intentional or a grossly negligent breach of duty by LMS, or an intentional or a grossly negligent breach of duty by a legal representative or an agent of LMS.
- A 7.4 The liability of LMS shall not be excluded in the event of a breach of essential contractual obligations, which LMS must guarantee according to the content, nature and purpose of the contract and on whose fulfilment the customer regularly relies and may rely, because they allow the proper implementation of the contract (cardinal duties).
- A 7.5 If the liability of LMS is excluded, this provision shall also apply to the personal liability of legal representatives or agents of LMS.

# General Terms and Conditions for Services

## General Section (General Terms and Conditions for Services A)

### A 8 Force majeure

- A 8.1** Force majeure, which prevents LMS from fulfilling all or some of its contractual services, shall release LMS from its contractual obligation. LMS shall inform the customer immediately, unless it is also prevented from doing so due to force majeure.
- A 8.2** Where it is not possible to obtain an adequate supply of resources such as power, water, etc., or in the event of strikes and lockouts, the outbreak of an epidemic or pandemic, as well as terror attacks, these incidents can be compared to cases of force majeure in accordance with A 8.1, unless they only last for a short period or for which LMS is responsible.

### A 9 Offsetting, withholding payment

The customer is only entitled to offset rights vis-a-vis LMS if its counterclaims are legally valid, undisputed or acknowledged by LMS. The same shall also apply to rights of retention, insofar as the customer is a merchant, legal entity under public law or a special fund under public law. If the customer does not belong to this category of persons, the customer is only allowed to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

### A 10 Statute of limitations

- A 10.1** All contractual and legal claims of the customer against LMS become time-barred after one year. This does not apply for claims according to A 7.2, A 7.3 and A 7.4.
- A 10.2** The limitation period begins at the end of the month in which the final day of the trade fair, for which the service was ordered, falls.

### A 11 Liability of the customer

- A 11.1** The liability of the customer for damages to and losses of the objects transferred to the customer begins at the moment of the handover. It is recommended that the customer conclude an exhibition insurance policy. The customer is obligated to handle the objects provided with due care.
- A 11.2** The customer shall be liable for the consequences arising from the inaccurate, incomplete or erroneous completion of the order/online form.
- A 11.3** The customer is the person or business in whose name the order is. The customer cannot restrict the power of representation of its representatives vis-a-vis LMS.

### A 12 Special regulations for rental objects

- A 12.1** The rental objects are the property of LMS or its service partner.
- A 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 duration of the rental period according to A 12.8. Any other use during the rental period is not allowed.
- A 12.3** LMS reserves the right in exceptional cases to deliver products of an equal or higher quality than the goods ordered at the price of the originally ordered products.
- A 12.4** All dimensions quoted in catalogues are approximate dimensions. LMS reserves the right to make changes to the dimension, form and colour, as long as this is reasonable for the customer.
- A 12.5** Subleasing of rental objects is prohibited.

# General Terms and Conditions for Services

## General Section (General Terms and Conditions for Services A)

**A 12.6** The customer is obligated to keep the rental objects in its direct possession and only use them at the agreed operation sites.

The customer is obligated to allow LMS respectively its service partner(s) to inspect the rental objects at any time.

**A 12.7** The customer must exercise due care when using the rental objects, observe all obligations associated with the possession, use and maintenance of the rental item, and follow the recommendations for maintenance, care and usage.

**A 12.8** The rental period commences, unless otherwise agreed, upon handover of the rental objects to the customer and ends at the latest two hours after the official closing time of the trade fair. Subsequent use of the rental objects beyond the a forementioned return time is not permitted, unless a follow-up agreement has been concluded in writing with LMS.

**A 12.9** The customer is made aware that the rental items are used several times and are not always new. Normal signs of wear and usage which are due to the use of the item as a rental object do not represent grounds for complaints.

**A 12.10** The customer must make the rental objects available for collection at the end of the rental period in accordance with A 12.8 and make them accessible at the exhibition stand, unless otherwise agreed in the General Terms and Conditions for Services – Special Section (General Terms and Conditions for Services B) for the individual service.

**A 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 compensations shall remain unaffected thereby.

**A 12.12** Early return of the rental objects does not lead to the termination of the rental agreement. Additional costs due to early return shall be borne by the customer.

### **A 13 Special regulations for purchased items**

**A 13.1** LMS retains ownership of the purchased item until all payments from the business transaction with the purchaser have been settled.

**A 13.2** So long as the reservation of title of LMS in accordance with A 13.1 exists, LMS is entitled in a situation where the purchaser behaves contrary to the contract, particularly in the case of delayed payment, to take back the purchased item after an appropriate deadline has been set (related to the duration of the contract); the purchaser is then obligated to surrender the item. The reclaiming of the purchased item by LMS or the seizure of the purchased item always also represents a withdrawal from the contract. In the case of seizures or assertion of other claims regarding the purchased item by third parties, the purchaser is obligated to immediately inform LMS thereof in writing so that an action pursuant to section 771 of the ZPO (Code of Civil Procedure) can be taken. If the third party is not in a position to reimburse LMS the court and out-of-court (and also pretrial) costs of an action in accordance with section 771 of the ZPO, the purchaser shall be liable for the arising deficit.

### **A 14 Data storage**

Personal data provided by the customer can only be collected, stored, modified or transferred by LMS and its service partners for the fulfilment of the purpose of the contract with the customer in accordance with the applicable data protection regulations, in particular the Federal Data Protection Act (BDSG), in particular section 4a, 28 BDSG.

# General Terms and Conditions for Services

## General Section (General Terms and Conditions for Services A)

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

- A 15.1** The entire legal relationships between LMS, its service partners, employees, subcontractors and vicarious agents on one side and the customer, its employees, subcontractors and vicarious agents on the other side are exclusively governed by the law of the Federal Republic of Germany.
- A 15.2** The place of fulfilment shall be Stuttgart.
- A 15.3** The jurisdiction (also for complaints regarding cheques and currency) for both contractual partners is, 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 special fund under public law or has no general place of jurisdiction. However, LMS shall reserve the right to also initiate legal proceedings at the general place of jurisdiction of the customer.

### A 16 Severability clause

- A 16.1** If one of the provisions of the General Terms and Conditions for Services is or becomes null and void in part or in full, or if a loophole is identified in the provisions of the General Terms and Conditions for Services, the validity of the other provisions shall not be affected thereby. The contractual parties are aware of the case law of the German Federal Supreme Court whereby a severability clause merely reverses the burden of proof. However, it is the express will of the contractual parties to maintain the validity of the other provisions at all costs and to therefore fully waive section 139 of the German Civil Code (BGB). The parties shall negotiate in good faith to replace the invalid provision or loophole with a valid and enforceable provision, the legal and economic intent of which comes as close as possible to that of the invalid provision or what would have been desired for the purpose and spirit of the contract and its later supplement. If the invalidity of a provision is based on a measure of performance or time for performance (notice period or deadline) specified in it, then an agreement shall be reached to find a provision with the legally permissible measure or time which comes as close as possible to the original measure or time.
- A 16.2** In the event of discrepancies between the English and German version of the General Terms and Conditions for Services, the German version shall take precedence.

Dated: 01 November 2017

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### B 1 Modular stands and stand partition walls

- B 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 materials used (e.g. adhesive tapes) must be removed without leaving any trace. Any residues caused by unsuitable adhesive tapes shall be removed at the expense of the exhibitor.
- B 1.2** Decorative fabrics and materials may only be attached and/or fastened to ceilings and wall elements with the permission of LMS.
- B 1.3** Damaged and/or unreturned rental items shall be invoiced at the current daily fee valid at the time of damage respectively at the return date.
- B 1.4** LMS shall reserve the right to make changes in order to optimise and statically dimension the stand design.
- B 1.5** For static reasons it is necessary to place a supporting wall after every 4 running metres of the stand partition walls. These 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.
- B 1.6** Preordered and reserved, but unused rental equipment shall be paid by the customer.
- B 1.7** In the event of capacity constraints, LMS shall reserve the right to supply the customer with an equivalent replacement instead of the ordered rental equipment. The customer shall not be entitled to assert any claims owing to these replacement deliveries.
- B 1.8** Complaints can only be accepted if they are notified immediately in writing by the customer. In the case of obvious defects, however, these defects must be notified at the latest by the customer when the stand or material is handed over.

### B 2 Electrical installations

- B 2.1** The exhibition stand and, if applicable, the exhibits are supplied with electrical energy of 230/400 V, 50 Hz. With regard to operational safety, as well as the risk of accidents and fire, the relevant laws, acts, technical regulations (e.g. VDE), as well as the special terms and conditions and the Technical Guidelines of LMS, must be observed.
- B 2.2** The electrical installation at the exhibition stands generally must be carried out in accordance with the latest EN, DIN and VDE standards and requirements and the recognised rules of engineering. For all work, the relevant safety regulations, as well as in particular DIN VDE 0100 Part 711, the VdS guidelines and the Accident Prevention Regulations BGV C1, must be observed. See also the Technical Guidelines of LMS.
- B 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 must be continuously supplied with power). The main switch and the power distribution of the stand must be installed in such a way that they can be accessed at any time. 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 conductor and protective earth conductor.
- B 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
- B 2.5** All circuits must also be equipped with a fault-current circuit breaker (RCD residual current protective device), max. residual current 30 mA, in addition to fuse protection through safety fuses or circuit breakers. A RCD may be dispensed with for frequency-regulated machines after discussion with the LMS department Buildings & Facility Management or the respective service partner of LMS. Additional equipotential bonding with the minimum cross-section of 10 mm<sup>2</sup> is then imperative. The protective earth conductor must be connected to all devices, lighting and other equipment. This does not apply to equipment which has protective insulation (protection class II) or is operated with low-voltage protectors (protection class III, SELV). Stand constructions made from metal, conductively connected metal parts and larger metallic parts, at which electrical lines or equipment is secured, 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 binding (copper conductor, minimum cross-section 10 mm<sup>2</sup>) by the system installation company (see Technical Guidelines Suspensions and Leaflet on Ceiling Suspensions).



# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

- B 2.6** Cables and wires must be laid and secured properly. The external insulation (outer sheath) of the cable must be inserted in the devices, lighting, plug connections, etc. The external insulation (outer sheath) must be relieved of any tension.

The cables and wires used must be approved for the intended type of fitting and be adequately dimensioned. The minimum cross-section is 1.5 mm<sup>2</sup>. If wires are not connected using approved plug connections, terminal connections must be effected in all sides of the closed junction boxes. Open connecting terminals (luster terminal strips, socket terminals) are not allowed. In the standing area the cables must be physically protected or only wires of higher mechanical stress expressly approved for this purpose may be used (rubber cable H07 RN-F). Flat cables are not allowed. Tripping hazards as a result of cables and wires must be avoided.

- B 2.7** Lights must be equipped with an additional safety fuse (safety rope / chain or two independent fixings, see DIN VDE 0100 Part 718 / BGI 810 Parts 3 and 4). It is prohibited to fix the lights using ropes and bands made from natural and synthetic fibres (cable ties). Attaching lights to flammable materials such as wood is only allowed if the lights have the following signs for the protection class:



Lights – suitable for direct fixing to fixing areas with normal flammability. Surfaces with normal flammability include materials such as wood or wood-based materials with a minimum thickness of 2 mm.



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



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



Lights – for bulbs or discharge lamps with built-in power supply for installation in furniture made from materials whose flammability is not known.



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



- B 2.8** For halogen lights the lamps must be prevented from falling out using suitable holders (e.g. clamps, claw fasteners or springs). A plug connection in the socket alone is not sufficient as a fitting. All wires up to the light must be insulated. Varnish or paint is not considered insulation. The same also applies to construction parts which are used as live conductors. Only approved safety transformers appropriate for the application may be used. Check for unobstructed heat dissipation during the installation. Transformers must have a fuse on the primary and secondary side. Transformers without secondary fuses must be retrofitted. The fuse size may be max. 25 A depending on the size of the transformer. The fuse must physically work against the expected short circuit current. Current or power relays are preferred. Electronic transformers may 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.

- B 2.9** The power supply network ends before the transfer point (plug or terminal connection). The customer bears responsibility for the overall safety of the system from the transfer point.

- B 2.10** The customer is responsible for providing thorough information of the overall power requirement. A precise installation diagram according to the sample drawing must be produced for pre-planning the supply. The diagram 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. For a power requirement greater than 3 kW the consumption must be measured using a tested meter, for three-phase current supply via four-wire meter with any number of resilient phases. The consumption of electrical energy is set at a flat-rate fee for connected loads up to 3 kW or is calculated using an installed and calibrated meter (available as a rental meter).

- B 2.11** A main connection is generally always required. The connections are equipped with approved safety fuses and meters, as well as the transfer point described in the order/online form.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

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 suitable fuse elements and fault-current circuit breakers 0.03 A). If required, electrical junctions can be rented separately from LMS or its service partners for an additional charge. The prices can be found on the order/online form or are available upon request.

The line is normally laid in the utility ducts, from where they extend downwards to the ordered ground-level transfer point.

**The use of utility ducts is solely reserved for the service partners of LMS.**

**B 2.12** The exhibition stand is generally installed by a service partner of LMS. However, it can also be installed by the customer's own competent and skilled personnel. In this case the service partner is entitled and obligated to examine the installation and charge a fee for connecting the equipment. Any apparent improper installation may result in refusal to connect the equipment.

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

**B 2.13** **For safety reasons the main connections can only be installed by LMS or its service partner. There are no exceptions to this rule.**

**B 2.14** In each case the customer is responsible for the safety of the system. Operational power connections or fuses, as well as junctions, must remain accessible (also ground shafts).

The labour costs for repairs to installations not carried out by LMS or its service partners are calculated on a time basis.

**B 2.15** Junctions at which the power lines of several stands are connected are housed where possible in hollow spaces. However, if this is only possible in the area of an exhibition stand, then the customer must accept this. The customer cannot assert a claim for a reduction in the stand rental fee.

**B 2.16** The electricity costs are calculated and invoiced by LMS or its service partner.

The customer is obligated to switch off the entire power supply each day, at the latest 2 hours after the exhibition has ended. Exceptions to this rule include the circuits for equipment which must have a continuous power supply.

For safety reasons LMS reserves the right to switch off the customer's entire power supply after the event has ended.

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

#### **B 3.1 Technical conditions**

##### **B 3.1.1 Water connection**

The water pressure is 4.5 bar static in the halls. The hardness of water is approx. 9.5° dH. The DIN EN 1818 standard applies on the trade fair grounds. Every water connection is secured with a main water tap. The customer is obligated to switch off the main water tap each day, at the latest 2 hours after the exhibition has ended.

##### **B 3.1.2 Water consumption**

If a large volume of water is used the water consumption is measured using a water meter. If a smaller volume of water is consumed a flat-rate fee is charged for the water consumption. The consumption costs are calculated at the currently valid consumption costs. A cooling water connection for laser equipment is not always possible. It is necessary to make enquiries in advance regarding cooling water connections for laser equipment.

##### **B 3.1.3 Gas connection**

Only equipment and heating appliances which are approved by the DVGW may be connected. The gas pressure is approx. 22 mbar. The net heating value is 0.2 kWh/m<sup>3</sup> (natural gas).

The gas appliances must be connected by the relevant professional and skilled personnel and checked for leaks and proper function; this must be documented in a protocol. The terms and conditions of the respective leaflet and questionnaire must be satisfied for heating appliances. These terms and conditions are available upon request.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### B 3.1.4 Liquid gas

Liquid gas is only allowed in special circumstances and requires special authorisation from the safety inspection authorities.

Gas lines are laid in zinc-coated steel pipes or in approved copper pipes. Upon request liquid gas bottles can be obtained from LMS or its service partner and replaced if necessary.

### B 3.1.5 Pipe laying

The pipes are laid from the connection entrance area in the utility ducts.

The pipes are laid on the hall flooring from the utility duct to the consumption point. This may mean that some pipes must be routed through the stand area.

Damage to the hall floor is not permitted.

A water supply point in the hall corners using a lifting system is possible upon request. The arising additional costs shall be borne by the customer.

**For safety reasons the main connections must only be installed by LMS or its service partners. There are no exceptions to this rule.**

### B 3.1.6 Exhaust pipes (for gas fires)

Exhaust gases from gas fires may only be expelled into the hall upon request. Such requests must be sent to LMS or its service partner at least 30 days before the commencement of the trade fair.

### B 3.1.7 Flue tubes (for oil burners and solid fuel burners, etc.)

In accordance with the regulations of the safety authorities flue tubes must be conducted across the roof of the hall with a distance of at least 1.0 m. **A flue tube installation is not possible in all halls and from any point.**

Requests must be forwarded to LMS or its service partner at least 30 days before the start of the set-up period, as flue tube installations are in principle not possible during the construction period.

### B 3.2 Default fines

Orders received from the start of construction work are subject to a surcharge of 10 %. The surcharge is 20 % on the final day of construction work.

## B 4 Compressed air

### B 4.1 Technical conditions

The operating pressure is 6 bar. If oil-free air is required, this must in any case already be indicated when the order is submitted. The corresponding additional costs are invoiced separately.

The customer shall inform LMS of the maximum consumption volume required, which LMS guarantees at an operating pressure of 6 bar. If the customer subsequently increases the consumption volume during the trade fair, LMS charges a flat-rate retrofitting fee, as well as the arising additional costs with calculation of usage.

LMS carries out installations from the transfer point at the customer's exhibition stand for the customer for an additional charge with calculation of usage. Distribution from the transfer point at several exhibition stands is not possible.

### B 4.2 During the trade fair

LMS guarantees the compressed air supply at the latest 48 hours before the official start of the trade fair.

The compressed air connections, distribution units and ground shafts also have to be accessible to LMS or its service partner during the trade fair.

Faults with the compressed air supply must be notified to LMS or its service partner effective immediately. For the purposes of proof, complaints can only be accepted and processed during the event.

The compressed air supply is switched off after the event has finished.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### B 4.3 Safety

From the transfer point the customer shall be solely responsible for operational safety, as well as compliance with the accident prevention regulations.

**For safety reasons the connections must only be installed by LMS or its service partners**

(Exception made acc. to 5.5.1 of the Technical Guidelines).

### B 4.4 Ordering

The compressed air connection must principally be ordered at least four weeks before the commencement of the trade fair. The timely provision of compressed air connection cannot be guaranteed before the commencement of the trade fair if orders are received after this date.

### B 4.5 Default fines

Orders received less than 4 weeks before the start of the trade fair are subject to a surcharge of 25 %.

## B 5 Telecommunication/Internet

### B 5.1 Scope of application/Usage period

**B 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").

**B 5.1.2** Please refer to the provisions in A 3 with regard to the commencement of the usage period. The right of the customer to use the ordered services in the area of telecommunications services ends when the trade fair officially ends, whereby the opening times for the exhibitors are decisive.

### B 5.2 Telephone connection incl. fax

**B 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. At the customer's discretion, the telephone is connected 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.

**B 5.2.2** It is possible to make the usual domestic and international calls, if corresponding agreements have been made. A connection via Call by Call or Pre-Selection is not possible.

### B 5.3 Internet access

**B 5.3.1** Depending on the scope of the services ordered, the customer obtains a broadband Internet connection if Internet access was ordered, 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.

**B 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 this section B 5 of the General Terms and Conditions for Services B. LMS shall take the interests of the customer into due consideration.

**B 5.3.3** The wireless data transfer between the WLAN transmitter (access point) and the end device of the customer is unencrypted. Therefore, it cannot be ruled out that third parties obtain unauthorised access to data transmitted via WLAN. LMS explicitly points out, however, that there is a risk that malware (for e.g. viruses, trojans, worms, etc.) may infect the end device when using the Internet access. LMS recommends the use of appropriate security software (e.g. VPN) when transmitting sensitive data. Anti-virus protection is not provided by LMS.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

**B 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.

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

### **B 5.4 Availability of the telecommunications services**

**B 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.

**B 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.

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

**B 5.5.1** The login details transferred to the customer 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 it suspects or becomes aware of the misuse of login details.

**B 5.5.2** The customer is obligated to provide its own end devices required for use of the telephone connection and the Internet, or obtain these end devices from LMS.

**B 5.5.3** Technical requirements for the use of Internet access via WLAN:

- the customer must have a WLAN-compatible end device, which supports the transmission 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 its web browser so that it accepts Cookies, does not establish a connection via a proxy server and permits an automatic redirection.

**B 5.5.4** The customer is obligated to immediately inform LMS of any faults, identified misuse or illicit internal or external access of/to the telecommunications services.

**B 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.

### **B 5.6 Permissible usage**

**B 5.6.1** The customer may not violate these terms and conditions of use or statutory prohibitions, the moral standards and/or rights of third parties (in particular name, copyright, data protection rights, etc.) with regard to type, content and/or intended purpose of the telecommunications services. The customer undertakes in particular to observe the copyright and trademark laws, as well as third parties' industrial property rights and privacy rights,

- 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.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

- B 5.6.2** If the customer violates the provisions mentioned in B 5.6.1, LMS is entitled to fully, partially or temporarily restrict or block access to the telecommunications services. Any further rights of LMS shall remain unaffected.
- B 5.6.3** The setup of an exhibitor's own network must be requested from LMS and is subject to its approval. 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)).
- B 5.7 Liability for telecommunications services**
- B 5.7.1** Provided the liability restrictions and exclusions in B 5 of the General Terms and Conditions for Services B are effected, the provisions of A 7 of the General Terms and Conditions for Services A remain unaffected thereby. The limitations for liability exclusions and restrictions of LMS regulated in A 7.2 to 7.4 of the General Terms and Conditions for Services A apply in particular to liability restrictions and exclusions of LMS in B 5, and also similarly to liability exclusions and restrictions according to B 5 of the General Terms and Conditions for Services B.
- B 5.7.2** The use of the telecommunications services in accordance with B 5 of the General Terms and Conditions for Services B is effected at the customer's own risk. The customer is therefore solely responsible for the protection and security of its data transferred in public networks, and the end devices used according to the current state of technology.
- B 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 B 5 of the General Terms and Conditions for Services B.
- B 5.7.4** Provided the liability restrictions and exclusions in B 5 of the General Terms and Conditions for Services B are effected, the provisions of A 7 of the General Terms and Conditions for Services A remain unaffected thereby. In particular, the limitations for liability exclusions and restrictions of LMS regulated in A 7.2 to A 7.4 of the General Terms and Conditions for Services A apply similarly to liability restrictions and exclusions of LMS in B 5 of the General Terms and Conditions for Services B.
- B 5.8 Hardware**
- B 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 Center, if the customer has not ordered a pick-up and delivery service from LMS or its service partner. Appointments require written confirmation.
- B 5.8.2** The customer is obligated to return the rental item 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.
- B 5.8.3** If the rental item is 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 item. However, such an agreement does not affect the contractual payment obligation of the customer (cf. A 12.11 and 12.12 of the General Terms and Conditions for Services A).
- B 5.9 Connection fees**
- B 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, unless the customer is not responsible for this usage.
- B 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.
- B 5.10 Traffic data**
- B 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.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

**B 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.

### **B 6 Ceiling suspensions**

**B 6.1** Ceiling suspensions are not possible from every point in the hall. The corresponding approval must be obtained from the Technical Services department of LMS. Ceiling suspensions from the hall ceilings of LMS may only be carried out by the authorised service partners of LMS.

**B 6.2** Only ceiling suspensions vertical from the transfer point of the O-ring may be used. Ceiling/Floor connections are prohibited. A flat-rate fee of EUR 100.00 net is charged for any damaged and/or lost wires.

**B 6.3** Orders after the expiry of the order time defined by LMS for the specific trade fair are only possible upon request and are subject to a surcharge of 25 %. The surcharge amounts to 50 % from the start of stand set-up.

**B 6.4** Express reference is made to the Technical Guidelines of LMS.

### **B 7 Drilling holes**

**For safety and liability reasons holes are only to be drilled by LMS or its service partners. There are no exceptions to this rule.**

### **B 8 Floor covering**

The following are not considered defects:

- Visual colour differences due to pile reversal (shading)
- Standard production deviations in quality, colour and thickness
- Misalignment of lengths (pattern repeat), which is production-related

### **B 9 Lettering/Presentation systems**

**B 9.1** Provided the liability restrictions and exclusions in B 9.1 of the General Terms and Conditions for Services B are effected, the provisions of A 7 of the General Terms and Conditions for Services A remain unaffected thereby. The limitations for liability exclusions and restrictions of LMS regulated in A 7.2 to 7.4 of the General Terms and Conditions for Services A apply equally in particular to liability restrictions and exclusions of LMS in B 9.1 of the General Terms and Conditions for Services B.

**B 9.2** LMS shall accept no liability for the loss of or damage to any kind of printing templates submitted by the customer for the production of advertising media/advertising spaces and other data carriers.

**B 9.3** The customer is obligated to only submit data carriers for the production of advertising media/advertising spaces which do not contain any malware, in particular so-called "viruses". Using commercially available detection software, LMS or its service partner shall check the data carriers submitted by the customer for the production of advertising media/advertising spaces for the existence of so-called malware. LMS is entitled to refuse the processing of submitted data carriers, as well as the implementation of services, if these data carriers are found to contain malware. The customer is solely responsible for any damages or delays caused by the submission of a data carrier containing malware.

**B 9.4** If data carriers provided by the customer contain information regarding the colour tones to be printed, they must be designed in such a way that printing can be effected without any additional changes using the 4-colour printing process (CMYK). On request, LMS or its service partner shall make available the leaflet "Data Preparation", which contains comprehensive information on how to prepare a file for application of the 4-colour printing process. However, if the customer provides data carriers which are unsuitable for the 4-colour printing process

- LMS shall accept no liability whatsoever for colour deviations;
- any additional costs incurred, e.g. due to reprints, proofs, etc., shall be invoiced separately to the customer at the respective applicable prices.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

**B 9.5** If the data submission deadline set by LMS is exceeded, LMS reserves the right to invoice the customer any additional costs incurred.

### **B 10 Plants**

Special requests shall only be considered if LMS is informed accordingly by the customer at least 14 days before the commencement of the trade fair.

### **B 11 Stand cleaning**

#### **B 11.1 Conclusion of the contract**

In the case of differences between the actual conditions and the customer's specifications, LMS shall be entitled to adapt the conditions of the contract already concluded 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.

#### **B 11.2 Performance of services/Cooperation and procedural obligations**

**B 11.2.1** If the customer prescribes the use of certain cleaning agents and/or operating materials, the customer shall make these materials available to LMS or its service partners locally free of charge. If the customer commissions LMS or its service partners to provide materials it prescribes, these materials shall be invoiced to the customer, insofar as they do not form an integral element of the offer/service specifications of LMS, at the sales price of the suppliers in accordance with the current 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. LMS or its service partner shall not be obliged to inspect the materials.

**B 11.2.2** The customer is obligated to take, at its own expense, all pertinent and organisational measures which enable LMS or its service partner to carry out its work unhindered. In particular, the customer is obligated to grant the employees and vicarious 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 measures stipulated in this provision are not arranged by the customer, LMS is entitled to take suitable measures or arrange for them to be taken at the expense of the customer and pass on the costs of such measures to the customer.

**B 11.2.3** In order to enable LMS or its service partner to duly render the service, the customer shall ensure that the areas/surfaces to be cleaned are in a proper state (in particular, are not excessively dirty). If negative, 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 and effort, LMS is entitled to increase the contractual fee by a reasonable amount.

#### **B 11.3 Prices and payment terms**

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

**B 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.

**B 11.3.2** The entire stand area of the customer on the hall layout plan is generally considered as the area to be cleaned.

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



# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### B 12 Waste disposal

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

- B 12.1.1** The customer can rent suitable containers for waste collection from LMS. Only waste with the agreed specification may be placed in the containers. The costs for cleaning contaminated or fouled containers that exceed the usual costs for cleaning shall be invoiced to the customer.
- B 12.1.2** The customer is solely responsible for the declaration of the waste in line with the applicable and legal regulations; the customer is liable for their correctness. In addition, the customer is solely responsible for compliance with the statutory regulations and official directives concerning the storage and provision of waste for collection (incl. the provision of all necessary documents).
- B 12.1.3** LMS or its service partner is only obligated to take the agreed amount of waste from the customer, provided the waste complies with the agreed specification. Minor deviations shall be ignored, however the waste must not contain any substances that are contrary to the specifications, which due to their high acid content or for some other reasons, may corrode, damage or unusually contaminate the waste bins, containers or vehicles.
- B 12.1.4** LMS or its service partner is entitled, but not obligated, to check that the specification of the waste corresponds to the contractually agreed specification, prior to accepting the waste. Testing is carried out at the expense of LMS, unless the tests reveal a significant deviation. In this case, the customer shall be liable for the additional costs incurred for carrying out the test.
- B 12.1.5** The customer undertakes to provide the agreed waste according to the specification on the agreed date at the agreed location so that the loading can take place without delay.
- B 12.1.6** LMS does not obtain ownership of the waste. However, the customer authorises LMS irrevocably to dispose of the waste to a third party for the account of the service partner and to transfer the ownership of the waste to a third party.
- B 12.1.7** If LMS or its service partner finds after acceptance of the waste that the accepted waste deviates considerably from the agreed specification, upon request the customer is obligated to collect and take back the waste immediately from the location from which it is currently held, at its own expense.

#### B 12.2 Disposal

- B 12.2.1** The waste disposal obligation of LMS only applies to waste with the agreed specification; Where the waste conforms with this specification, LMS or its service partner shall handle the waste disposal management obligations on behalf of the customer (section 16 paragraph 1, clause 1 KrW-/AbfG). Where the waste does not conform with the specification, LMS is not obligated 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 requirements and claim its loss of profit, or LMS can carry out the waste disposal itself. In the latter case, in addition to the claim for payment of the agreed remuneration, LMS also has a claim for compensation of all the additional expenditure that is incurred for the disposal arising from the deviation between the contractually agreed and actual specification. Further rights, in particular the assertion of a claim for damages and there in particular the loss of profit, shall remain unaffected thereby.
- B 12.2.2** LMS is not obligated to dispose of the waste at its own waste disposal facilities; it 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 shall 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 in accordance with the Ordinance on Waste Recovery and Disposal Records (NachwV), unless otherwise agreed.
- B 12.2.3** Where special features must be taken into account for the transportation or disposal of the waste, the customer must point this out to LMS or its service partner before concluding the contract. This applies in particular to official requirements.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

**B 12.2.4** The customer only has a right to a specific type of disposal that goes beyond the statutory requirements if this has been explicitly agreed.

**B 12.2.5** LMS or its service partner are entitled to place the accepted waste in temporary storage before its final disposal without the need for a special agreement in this regard.

**B 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 section 16 paragraph 1, clause 2 KrW-/AbfG.

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

**B 12.3.1** The Declaration of Responsibility and the Declaration of Analysis in accordance with the Ordinance on Waste Recovery and Disposal Records, as well as the notification that may have to be provided by the customer in accordance with the Ordinance on Waste Recovery and Disposal Records, are issued by the customer, unless otherwise agreed. The Declaration of Acceptance in accordance with the Ordinance on Waste Recovery and Disposal Records is compiled jointly by LMS and the third party commissioned by LMS. The same shall also apply to accompanying documents and dock receipts in accordance with the Ordinance on Waste Recovery and Disposal Records.

**B 12.3.2** Where there is no statutory obligation to keep a formal verification of waste disposal according to the Ordinance on Waste Recovery and Disposal Records, the invoice issued by LMS shall be deemed as evidence of the waste disposal. Where the customer has a justified interest in a separate confirmation, LMS or its service partner shall issue this confirmation for an appropriate fee to compensate for the additional costs.

### **B 12.4 Miscellaneous conditions**

**B 12.4.1** Waste will only be disposed if LMS refuse sacks are used.

**B 12.4.2** Old fats and greases must be disposed of separately and may not be placed together with the residual waste.

**B 12.4.3** The principle of waste separation applies to all waste without any restrictions.

**B 12.4.4** For waste that has not been notified by the customer and which is disposed of by LMS or its service partner, a higher fee will be charged. This fee is based on the price list in the order/online form.

## **B 13 Photography/Video**

### **B 13.1 Granting of rights**

The photographic material of LMS is provided to the customer solely for the explicitly stated purpose and only for once-off publication or other agreed use in the German-speaking world. An express written agreement is required for the transfer of any kind of usage rights. A transfer to third parties is not allowed; the same shall also apply to holding companies or (dependent) subsidiaries of the customer or other affiliated 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 the 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 final photographs selected; the other photographs are to be returned to LMS immediately after the photographs have been selected.

### **B 13.2 Obligations of the customer**

The customer bears the risk for all circumstances that are beyond the control of LMS, including the weather for outdoor photo shoots, timely provision of products, presence of props (if the props are to be provided by the customer), travel restrictions, no-show of announced representatives of an agency and the advertising medium.

### **B 13.3 Copyright notice and specimen copies**

Publication or other use of the photographic material of LMS is only permitted 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 image royalty fee can be levied. Prior to any publication, LMS must be provided with two specimen copies free of charge and without request.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### B 13.4 Royalty fees

Any use of the photographic material of LMS is subject to a royalty fee. This also applies to working templates or models such as layouts, customer presentations, dummies, etc. The royalty fee is to be agreed prior to use. The royalty fee only applies to a single publication, the stated purpose, the German-speaking world and, in the case of books, to the first edition in the German-speaking world. Any further use is subject to a royalty fee. In the event of the unauthorised use of the photographic material, subject to any further claims for compensation, treble the royalty fee shall be payable. In addition to the royalty fee, LMS will also charge for all materials and other ancillary costs (model fees, casting, location, assistance, props, travel expenses, etc.).

### B 14 Marketing services

#### B 14.1 Advertising content

B 14.1.1 In the marketing services area only event-related advertising measures are permitted on the grounds of LMS.

B 14.1.2 LMS reserves the right to reject the advertising content of the customer,

- if the advertising content is or could be in breach of legal prohibitions, moral standards and/or third-party rights (in particular . trademark law, name rights, copyright, data protection law, etc.),
- or if this advertising content is likely to damage the reputation of LMS.

#### B 14.2 Production, data delivery

B 14.2.1 Provided the liability restrictions and exclusions in B 14.2 of the General Terms and Conditions for Services B are effected, the provisions in A 7 of the General Terms and Conditions for Services A remain unaffected thereby. The limitations for liability exclusions and restrictions of LMS regulated in A 7.2 to 7.4 of the General Terms and Conditions for Services A apply equally in particular to liability restrictions and exclusions of LMS in B 14.2 of the General Terms and Conditions for Services B.

B 14.2.2 LMS shall accept no liability for the loss of or damage to any kind of printing templates submitted by the customer for the production of advertising media/advertising spaces and other data carriers.

B 14.2.3 The customer is obligated to only submit data carriers for the production of advertising media/advertising spaces which do not contain any malware, in particular so-called "viruses". Using commercially available detection software, LMS or its service partner shall check the data carriers submitted by the customer for the production of advertising media/advertising spaces for the existence of malware. LMS is entitled to refuse the processing of submitted data carriers, as well as the implementation of services, if these data carriers are found to contain malware. The customer is solely responsible for any damages or delays caused by the submission of a data carrier containing malware.

B 14.2.4 If data carriers provided by the customer contain information regarding the colour tones to be printed, they must be designed in such a way that printing can be effected without any additional changes using the 4-colour printing process (CMYK). On request, LMS or its service partner shall make available the leaflet "Data Preparation", which contains comprehensive information on how to prepare a file for application of the 4-colour printing process. However, if the customer provides data carriers which are unsuitable for the 4-colour printing process

- LMS shall accept no liability whatsoever for colour deviations;
- any additional costs incurred, e.g. due to reprints, proofs, etc., shall be invoiced separately to the customer at the respective applicable prices.

B 14.2.5 If the data submission deadline set by LMS is exceeded, LMS reserves the right to invoice the customer any additional costs incurred.

B 14.2.6 Advertising media/advertising spaces are disposed of by LMS once the event has ended, unless the customer has informed LMS in writing within the framework of the ordering process, however at the latest up to one week before the start of the construction period, stating the collecting courier, that the advertising media/advertising spaces are to be used again by the customer after the event has ended. The advertising media/advertising spaces are stored by LMS for a maximum period of two weeks after the event has ended.

If the advertising media/advertising spaces are not collected from LMS within two weeks after the event has ended, the respective items are disposed of at the expense of the customer.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### **B 14.3 Assembly, disassembly**

**B 14.3.1** The advertising media/advertising spaces may only be assembled and disassembled by LMS or its service partner.

**B 14.3.2** LMS recommends having the advertising media/advertising spaces produced by an authorised service partner of LMS. Otherwise, problems may arise during the assembly and disassembly due to manufacturing deviations, thus leading to additional costs, which shall be borne by the customer.

**B 14.3.3** Advertising media/advertising spaces provided by the customer, as well as corresponding detailed assembly instructions, must be made available to the responsible service partner of LMS at least three weeks before the respective start date for construction. Advertising media/advertising spaces or assembly instructions which are submitted late may affect the agreed order execution. Any arising additional costs shall be borne by the customer and invoiced to the customer by LMS.

### **B 14.4 Withdrawal, order cancellation**

Contrary to the provisions of A 6.2 of the General Terms and Conditions for Services A, the following provisions apply in the event of a cancellation of marketing services: Where LMS permits a withdrawal and the conditions for exceptions in accordance with A 6.1 of the General Terms and Conditions for Services A are not met, the cancellation is only effected on the following conditions: the customer pays 30 % of the full price up to 10 weeks before the start of the set-up period, or 50 % of the full price from 8 weeks before the start of the set-up period, or 100 % of the full price after the aforementioned deadlines. The costs for production, assembly and disassembly are excluded from this figure. In the event of a cancellation the full amount of these costs are generally invoiced. The provisions in A 6.1 of the General Terms and Conditions for Services A remain unaffected thereby.

### **B 14.5 Stand safety, fire protection**

**B 14.5.1** LMS is entitled to request evidence of stand safety from the customer for advertising media/advertising spaces, which are not ordered via LMS. Furthermore, the customer is obligated to submit a test certificate on compliance with the fire protection requirements (see 4.4.1.1 Technical Guidelines) for advertising media/advertising spaces not ordered via LMS. The evidence of stand safety and the test certificate must be provided by the customer to LMS at the expense of the customer.

**B 14.5.2** LMS is entitled to prohibit an installation for safety reasons. The customer cannot assert any claims against LMS in this respect. The provisions of B 14.2.1 of the General Terms and Conditions for Services B apply accordingly.

## **B 15 Stand catering**

### **B 15.1 Scope of service**

**B 15.1.1** Deliveries to exhibition stands shall be restricted to the trade fair grounds and shall be arranged individually. Deliveries cannot be made to the restaurants or congress rooms situated on the trade fair grounds.

**B 15.1.2** Delivery is free if the value of goods amounts to EUR 75.00 net or more per delivery. For each delivery with a value of goods amounting to less than EUR 75.00 net an extra fee of EUR 15.50 plus statutory value added tax will be charged.

**B 15.1.3** Deliveries shall be made between 8.00 and 18.00. In order to ensure punctual deliveries, orders should be placed by 16.00 and from the last day of stand set-up onwards by 12.00 at the latest for the following day.

**B 15.1.4** The customer shall ensure that the delivery is accepted at the agreed delivery time. In the event that a second delivery of the same goods is necessary for reasons for which LMS is not responsible, an additional charge of EUR 25.00 plus statutory value added tax shall be added to the invoice.

**B 15.1.5** Upon delivery or collection, the customer or an agent for the customer shall sign for the rental item and acknowledge its completeness. If there is no authorised person available on site at the time of the collection of the rental item, LMS or its service partner shall establish the completeness and undamaged condition of the rental item and the customer shall tacitly accept this.

**B 15.1.6** Deposits shall only be repaid on empties that are returned as complete units. Incomplete units shall be collected, however no deposit is returned.

# General Terms and Conditions for Services

## Special Section (General Terms and Conditions for Services B)

### **B 15.2 Transfer of risk and liability**

Express reference is made to the need to exercise extreme care when operating beer pumps (CO<sup>2</sup> equipment).

If the customer uses beer pumps, it does so at its own risk and own peril.

### **B 16 Mobile card terminals**

#### **B 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 to LMS by the service partner for the duration of the contract. The customer hereby receives a limited right of use, restricted to the duration of the contract. This cannot be passed on to third parties. The customer shall be responsible for the procurement of other software for connection to additional hardware.

#### **B 16.2 Deposit**

The POS terminal must be returned without request to the Business Centre at the latest 1 hour after the event has ended.

If the device is not returned within this period, the full value of the deposit paid is retained

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

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

Dated: 01 November 2016



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