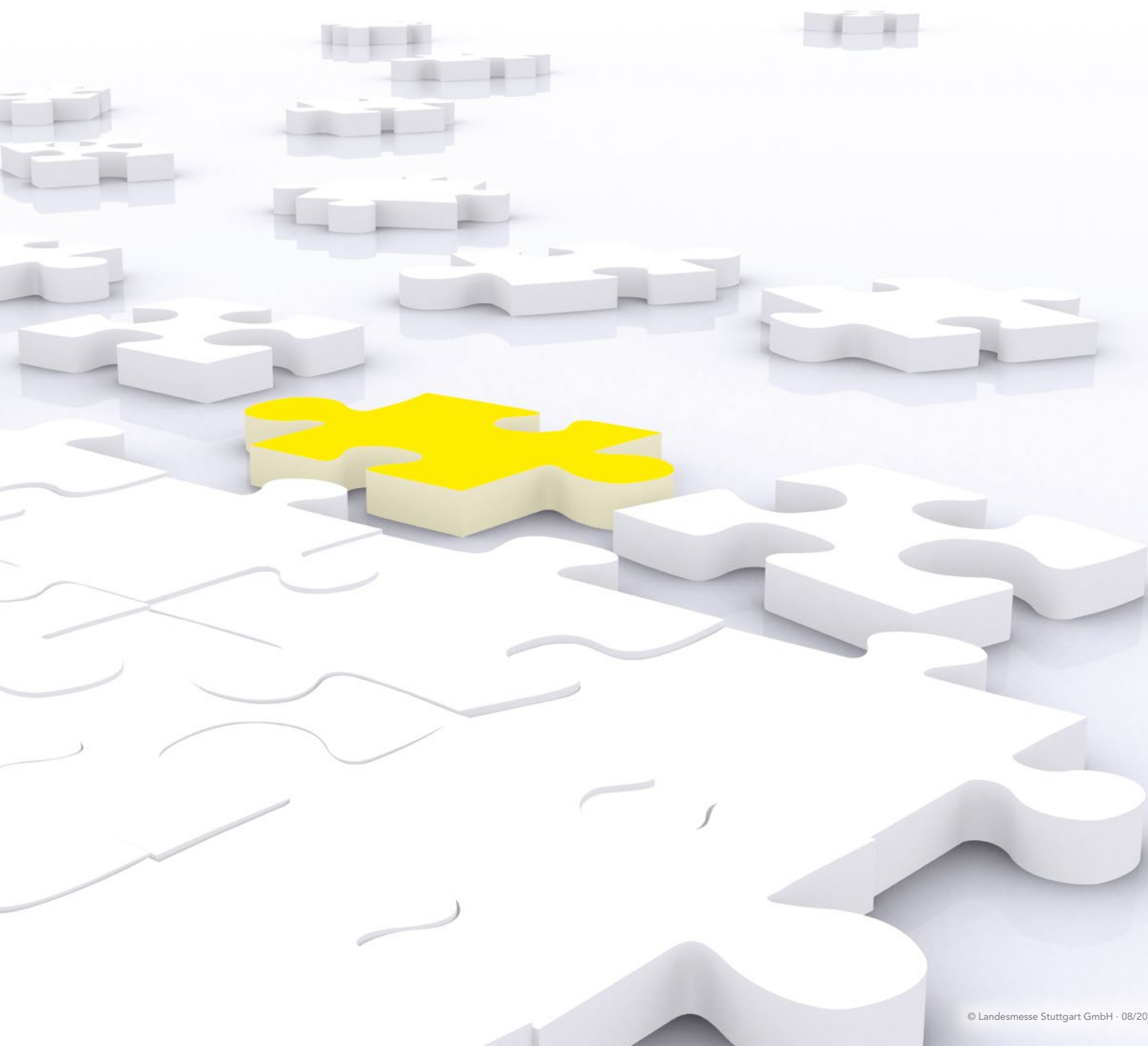




# General Terms and Conditions for Services (T&C for Services) of Landesmesse Stuttgart GmbH (LMS)

**Touristik & Caravaning Leipzig 2019**



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

## Touristik & Caravaning Leipzig 2019

The General Terms and Conditions for Services supplement the Technical Guidelines of Leipziger Messe 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 Leipzig location. The services listed in the Stuttgart Messe Service Portal ([www.stuttgartmesseserviceportal.de](http://www.stuttgartmesseserviceportal.de)) and in the services catalogue are subject to change without notice.

### 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 (nd 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 Information on data protection**

Within the context of this contractual relationship, LMS processes various personal data for different purposes (contract performance, legitimate interest, such as advertising, to the extent permitted by law).

You can view the details on our website at any time under the link: <https://www.messe-stuttgart.de/privacy>.

# 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 Leipzig.
- 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 April 2019

# 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** Type of current/protective measures  
Three-phase current of approx. 400 V 50 Hz is available. Supplies of less than 3 kW can also be provided as 230 V single-phase AC. Residual current protective devices (RCDs) with a rated residual current of  $I_{\Delta N} \leq 30 \text{ mA}$  must be used as protection against electric shock. Frequency-controlled machines (e.g. machine robots, motors) must be fitted with Type B RCDs. Additional exemptions must be coordinated with LMS, and must be classified using a hazard assessment.
- B 2.2** Regulations for electrical installations and appliances  
All electrotechnical installations, materials and appliances must be installed and tested (with proof of testing) in accordance with VDE, IEC and VdS regulations. The test reports must be held on the stand and shown on demand. This also applies to prefabricated structures, containers, demonstration vehicles, etc. which are to be connected to the Leipziger Messe mains.
- B 2.3** Mains connection  
The services indicated for each ordered connection form the basis for the sizing and fusing of the supply lines and for the flat rate to be paid for electricity, if metering does not take place. A scale drawing showing the position of the stand connection point must be attached. Connection will be made at the nearest connection point on the mains. Each exhibitor commits to provide other exhibitors without direct access to the supply lines with a connection through his stand premises. It may only be installed and activated by companies commissioned by the LMS, who will also provide the necessary materials on loan. On completion of electrical installation work, the connection to the electrical power supply will be switched on by a company commissioned by the LMS. The company commissioned by the LMS is authorized to inspect the electrical system(s) before and after the system has been put into operation. In the event relevant requirements were not met, it will be the duty of the company commissioned by the LMS to refuse to permit the connection to the mains supply or to disconnect it. The client will then bear all costs of making a correct installation and of further inspections. Carrying out an inspection of the system(s) and their connection to the mains supply, or omitting to do this, does not constitute grounds for liability on the part of LMS or the company commissioned by the LMS to ensure that this system/s is/are free of defects.

On the stand it must be possible to break the connections to the mains by means of a main switch and/or, if permitted under VDE regulations, a socket outlet and plug situated on the stand. Sockets for permanent electrical supply (e.g. for cooling units, computers, etc.) are connected after an RCD before the main switch.



# General Terms and Conditions for Services

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

### **B 2.4** Installations on stands

Installations on stands may only be made by companies commissioned by the LMS. The installations in the stand structure may only be carried out by electricians who possess the corresponding qualifications. The DIN VDE provisions must be observed.

Conductive exposed components must be included in the protective measure to protect against indirect contact. This is normally done using separate protective equipotential bonding.

### **B 2.5** Operating the system/what to do in case of power failure

Power will be supplied to stands no earlier than after the electrical installation has been completed at the stand. During the setting-up and dismantling phases limited numbers of low-wattage electrical connections will be available on the hall gates. These plugs are not protected with FI/RCD. There is no guarantee that these will be immediately available or readily accessible.

The main switch and/or plug-in connection must be turned off/disconnected by the stand personnel each day when they leave the stand and turned on again/reconnected the following day. In the event of power failure on the stand the hall manager must be informed immediately. Faults on the stand can be repaired by the company commissioned by the LMS at the exhibitor's expense.

LMS accepts no liability for power cuts, breakdowns caused by low voltage or surges, or network problems with equipment or systems arising from these.

Regarding the provision of additional electrical connections, LMS reserves the right to interrupt the power supply to the stands once a day between 6:00-7:00 a.m. during the installation period. The power may also be switched off between 03.00 and 04.00 pm on the last installation day. Exhibitors will be informed through the building intercom system shortly before the power is turned off.

### **B 2.6** Metering of electricity

Consumption during the event will be charged on the basis of a flat daily rate. If charging bases on actual consumption (meter for connection power > 63 A) metering will take place for the entire time the stand is connected. Meter recordings using the exhibitor's own meters will not be accepted!

### **B 2.7** Losses

Exhibitors shall be liable for any loss or damage to the technical equipment in the amount of the actual repair costs or replacement costs without deductions plus a 15% administration fee.

## **B 3 Stand cleaning**

**B 3.1** A guarantee that work will be carried out properly and by the time requested can only be given if the setting up of the stand has been completed at least 12 hours before the start of the trade fair/exhibition. Any additional services must be ordered in advance and in good time.

**B 3.2** If the customer has any complaints he/she must inform the cleaning contractor by telephone +49 178 3704 258 or in writing immediately and no later than the daily opening time of the trade fair (09 am), stating the exhibition hall and stand number, otherwise when the trade fair opens the cleaning will be deemed to have been carried out properly.

**B 3.3** The contractors and their staff have taken out liability insurance and insurance against loss and damage and must be notified immediately in writing (in duplicate) of any damage that occurs.

**B 3.4** Any special services not described in the price list are not included in the prices given and will be charged separately. Where hourly rates apply, each half hour or part thereof will be charged for in full. Prices for stand cleaning are based on the gross areas specified in the official plans. The additional areas to be cleaned in multi-storey stands will be charged according to the actual area in m<sup>2</sup>. Discounts for stand size apply only to standard daily cleaning during the event and not to thorough cleaning after the stand has been set up or cleaning of glass or other special cleaning services.

# General Terms and Conditions for Services

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

### **B 4 Waste disposal**

- B 4.1** Rubbish and waste materials which accumulate during the event or during the setting up and dismantling of stands are to be removed by the person who placed the order. All costs incurred are to be borne by the exhibitor.
- B 4.2** The exhibition space must be left in swept condition after the stand has been dismantled. A lump-sum fee of 150.00 € per container will be charged for the disposal of waste and materials left behind after an event.
- B 4.3** Smaller amounts of rubbish and other waste must be sorted and disposed of separately in coloured bin bags as follows: plastic (yellow); paper (blue); glass (green); other waste (red).
- B 4.4** Any other rubbish sacks which are left on the stand or in the aisle in front of the stand after the trade fair closes in the evening will be disposed of at the exhibitor's expense.
- B 4.5** Large containers for self-loading purposes may only be provided by the disposal company authorised by LMS. Charges will be applied on a per tonne (t) basis.
- B 4.6** Hazardous waste may not be combined with normal waste. Production waste which for example is mixed with oil or emulsion is counted as hazardous waste.

Emulsions/solvents are solely removed by a waste management company engaged by LMS.

### **B 5 Furniture, Additional equipment and Floor coverings**

- B 5.1** Complaints regarding defects can only be considered during the trade fair (event). Please contact your project manager.
- B 5.2** The furniture/additional fittings which you have ordered will be delivered before the start of the trade fair and collected after the end of the trade fair.

### **B 6 Sanitary**

- B 6.1** Connection to the Leipziger Messe water mains will be carried out solely by the companies commissioned by the LMS.
- B 6.2** All installations within the stands have to conform to the currently valid drinking water ordinance, so that the installation and operation of a connection does not lead to an unfavourable impact of the drinking water quality (work may only be performed by an authorised installer).

In the event valid provisions were disregarded, the companies commissioned by LMS are obligated to reject a connection to the mains supply.

- B 6.3** A water pressure of 0.4 MPa is generally available for appliances/machinery. Exhibitors may have boosters installed at their own expense if higher pressures are required.
- B 6.4** LMS accepts no liability for cuts in the water supply, variations in pressure, or equipment or system breakdowns caused by these, unless LMS is responsible for the same.
- B 6.5** In the event of a failure in the water supply on the stand the hall manager must be informed immediately. Faults on the stand can be repaired by the companies commissioned by the LMS at the exhibitor's expense.
- B 6.6** Water consumption up to 4 m<sup>3</sup>/day is included in the price for connection to the mains. For rates of water consumption higher than 4 m<sup>3</sup>/day (e.g. machinery) the authorised contractor will install a meter and a charge will be made for the additional amount consumed.
- B 6.7** Exhibitors that operate catering facilities must insert a grease separator in the waste water line. The required cleaning and (possibly) repair services will be charged to the exhibitor in the case of non-compliance with this requirement.

Dated: 01 August 2019



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