

## Terms and conditions for the supply of telecommunications equipment and facilities and WiFi

### 1. Order placement

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

(2) If customers would like to have the telephone numbers of their stand telecommunications facilities published in the official trade fair catalogue, they must submit their orders in due time before the submission deadline for the catalogue. In the event that no editorial closing date has been specified, publication can only be arranged by contacting the catalogue publisher. Customers themselves are responsible for arranging to have their telephone numbers published in the official trade fair catalogue.

### 2. Description of services to be provided

(1) Messe Frankfurt Venue GmbH shall, on the basis of the order, arrange for the provision of the desired connections at the transfer points on the stand specified by the exhibitor and – if ordered – the installation of the telecommunications devices.

(2) Telecommunications connections will be provided through the Messe Frankfurt Venue GmbH system. In this system, it is necessary to dial "0" in order to obtain an outside line. Furthermore, some numbers cannot be dialled, including call-by-call and pre-selection service providers and telephone numbers starting with "010", "019" or "0900".

(3) In the event that necessary telecommunications services cannot be provided by Messe Frankfurt Venue GmbH, it may in some cases be possible to obtain these from external service providers. In such cases, exhibitors should note that the installation or provision of such external services cannot take place on the premises of Messe Frankfurt Venue GmbH. This means, for example, that responsibility for providing the telecommunications connection up to the boundary of the exhibition grounds (the precise location is specified by Messe Frankfurt Venue GmbH) is assumed by the external service provider, and that Messe Frankfurt Venue GmbH is responsible for the connection from this point to the desired location on the exhibition grounds using its own communications network. Charges are incurred for use of Messe Frankfurt's own communications network and will be invoiced to the customer. Messe Frankfurt Venue GmbH is not obligated to transfer external telecommunications services through its network.

(4) In order to be able to provide exhibitors with rapid assistance in the event that there are problems with the telecommunications facilities, on the days of the event Messe Frankfurt Venue GmbH will operate a service hotline.

(5) When ordering stand telecommunications facilities the exhibitor must specify the desired locations of the individual facilities or the desired transfer points for telecommunications connections on stands. Please mark these on a stand sketch. If the desired locations are not indicated on the sketch, Messe Frankfurt Venue GmbH will install the respective telecommunications facilities at the technically most suitable stand locations, which in general will be near the utility duct outlets.

(6) Telecommunications facilities may only be ordered for supplying one's own stand; the provision of telecommunications facilities to other stands is not permitted. Exhibitors utilising wireless technologies such as WiFi (wireless LAN), Bluetooth etc. must ensure that these are limited to the bounds of their stands. Wireless links outside the exhibitor's own stand area or between stands must be registered with Messe Frankfurt Venue GmbH and require its approval. In the event that these technologies interfere with systems operated by Messe Frankfurt Venue GmbH or other exhibitors, or if a wireless link is not registered and approved, offending exhibitors may be invoiced for charges incurred in conjunction with interference measurement and suppression and the immediate termination of operation can be ordered.

(7) The operation of high-frequency equipment, radio transmitters and other transmitters for messaging purposes, including paging systems, microport equipment, intercom systems, radio equipment and WiFi access points requires approval. The operation of high-frequency equipment and radio transmitters is only permitted if it is in compliance with the provisions of the German Telecommunications Equipment Act (FAG) in the Federal Law Gazette (BGBl) and the Electromagnetic Compatibility of Equipment Act (EMVG). The operation of wireless microphone and monitor systems may suffer interference in the frequency range between 790 MHz and 862 MHz due to the use of LTE. Electrical installations for exhibits and stands must not generate harmonics or magnetic fields that interfere with third-party systems. The provisions for the implementation of the Federal Immission Control Act (BImSchG) must be observed. If you have any questions, please contact the German Federal Network Agency (Bundesnetzagentur).

(8) Exhibitors may only set up and use their own WiFi networks to serve their own stand areas. The transmission power must be adapted to suit this specific scope and purpose, and it may not exceed -80 dBm at the border of the stand. Permission to use these networks cannot be granted to third parties, and the operation of unencrypted networks is prohibited. Notification must be provided in advance if an exhibitor intends to operate their own WiFi network (WiFi for internet access and/or other WiFi networks). Messe Frankfurt Venue GmbH will include your WiFi network in its WiFi management and specify your WiFi configuration. The WiFi system must be operated in the 2.4 GHz band and be in compliance with the WiFi standard pursuant to IEEE-802.11b or IEEE-802.11g with a maximum signal width of 20 MHz (144 Mbit). The only permissible channels are 1, 6 and 11. Messe Frankfurt Venue GmbH does not permit use of the 5 GHz band. If you require the 5 GHz band for your stand, please book a premium service from our Shop for Exhibitor Services or consult with our technical team. Channel bonding is not permitted. The WiFi network is to be identified with an SSID (network name) that is formulated as follows: DesirednameS-SID\_H3\_A01. This makes it possible to identify the exhibition hall (H3) and the stand number (A01). Messe Frankfurt Venue GmbH monitors compliance with all rules and regulations during event operation, as well as during set-up and dismantling. In the event that WiFi registration requirements are not complied with, they will slow down your internet access, and they will deactivate it entirely following repeated warnings. In the event that a network is registered, but the specified WiFi configuration is not used, the exhibitor must comply with requests to modify their configuration. Should it be necessary for Messe Frankfurt Venue GmbH or our service partners to modify the configuration themselves, additional costs will be incurred. In the event that an exhibitor-operated WiFi network disrupts other networks or Messe Frankfurt's own WiFi networks (Messe Frankfurt WiFi / Messe Premium WiFi) or said network is not in compliance with the aforementioned rules and regulations, Messe Frankfurt Venue GmbH shall be entitled to demand deactivation of the WiFi network if there is continuing disruption of other networks. Should there be serious violations and/or continuing disruptions and/or non-compliance with requests, the exhibitor's WiFi and/or internet connection can be temporarily or permanently deactivated. The exhibitor will in any case be invoiced for the costs of these measures, as well as for the full costs of the internet connection and any associated optional services.

(9) The period during which stand telecommunications facilities are to be operative is to be specified accordingly in the order forms. If this information is not provided, they will be supplied and connected to the telecommunications network on the final day of set-up and de-installed following the close of the trade fair or on the first day of dismantling. Devices will be picked up following the close of the trade fair or on the first day of dismantling, and exhibitors will receive receipts for same. Exhibitors shall be liable for the replacement value of any items of equipment that they fail to return, that have become damaged, or that have been lost due to being left behind on stands.

### 3. Electrical connections during set-up/dismantling and for stand constructors' workplaces

(1) In the event that the installation of telecommunications devices, such as telephones or fax machines, is required for stand set-up, exhibitors may order these for an earlier date.

(2) Exhibitors shall be liable for any charges incurred due to said early installation of telecommunications devices and their operation.

#### **4. Invoicing**

(1) As a rule, following the close of the trade fair Messe Frankfurt Venue GmbH invoices ordered items based on the duration of rental periods and the charges incurred for operation. These charges include all materials provided on a rental basis, as well as the installation and dismantling of the telecommunications facilities. Messe Frankfurt Venue GmbH shall be entitled to issue invoices before the performance of services.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

(4) Complaints regarding the non-provision or incomplete provision of ordered items or services must be received by Messe Frankfurt Venue GmbH no later than the first day of the trade fair. Any complaints received thereafter will be disregarded.

(5) Messe Frankfurt Venue GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes etc. This fee will be shown on the modified invoice.

#### **5. Cancellation by the customer**

The customer may cancel an order for telecommunications facilities by submitting a written cancellation to Messe Frankfurt Venue GmbH no later than 22 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if provision of the respective service(s) – or parts thereof – has not yet commenced. Should Messe Frankfurt Venue GmbH notify the customer that cancellation is not possible because the provision of the ordered services has already commenced, this notification shall be binding. Messe Frankfurt Venue GmbH has no obligation in such cases to prove that work had already commenced at the time the cancellation request was received.

The foregoing provisions shall apply analogously to any changes to the ordered service(s).

#### **6. Warranty**

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Messe Frankfurt Venue GmbH, which may provide replacement at any time. The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects incurred by the customer due to natural wear, moisture, intense heat, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Messe Frankfurt Venue GmbH without delay of any defects and to provide Messe Frankfurt Venue GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder/prevent the assessment/rectification of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the fair.

#### **7. Liability**

Messe Frankfurt Venue GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Messe Frankfurt Venue GmbH shall only be liable for simple negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

#### **8. General conditions**

(1) Both parties to the agreement accept these terms and conditions for the supply and installation of telecommunications facilities as integral parts of the agreement binding upon both parties. There shall be no refunds for unused free units.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) When utilising the internet connections and email accounts made available by Messe Frankfurt Venue GmbH, the sending of unrequested emails for advertising purposes (email spamming) or the sending of unrequested news emails for advertising purposes (news email spamming) to third parties is forbidden. Messe Frankfurt Venue GmbH has no influence on the content transmitted over the internet connections it has made available, and is thus unable to filter any undesired data which might influence the utilisation of this internet access.

(4) The customer shall oblige all users of the internet connections and email accounts made available by Messe Frankfurt Venue GmbH not to offer any information or content of an illegal or explicit nature; they shall also forbid them to refer to such information or content. In particular, this shall include all content which, pursuant to Sections 130, 130a and 131 of the German Penal Code (StGB), serves to promote agitation, demagoguery or the commission of a crime, glorifies or trivialises violence, is sexually objectionable, is pornographic pursuant to Section 184 of the German Penal Code (StGB), which is of a nature to seriously endanger the morals of children or young people or harm their well-being, or could damage the image of Messe Frankfurt.

(5) With the provision of an email account by Messe Frankfurt Venue GmbH, all incoming emails, including all attached files, are automatically checked for viruses; this does not apply to encrypted emails. Emails in which viruses, worms or Trojan horses can be identified using the latest technology are not forwarded; instead, they are automatically quarantined. In these cases the recipient receives a notification that includes the sender and virus names. The virus information in the antivirus software is updated on numerous occasions every day. The sender of such infected emails does not receive a notification. Emails that are identified as spam are designated as such in the subject line and are then delivered. Any subsequent handling of such spam emails is outside the responsibility of Messe Frankfurt Venue GmbH.

(6) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.