

## **Terms and conditions for the supply of aerial and broadband cable connections**

### **1. Order placement**

(1) Orders may be placed either electronically, via the online shopping basket (by using the Easyorder online shop), or, if you wish to use the attached documents, in writing by completing and submitting the order forms for the event in question. Orders which are made verbally or over the phone must be confirmed by the exhibitor in writing.

(2) Electronic orders which are sent from the password-protected online shop are valid without signature.

Written orders must bear the legally binding signature of the customer, and a single copy must be received by Messe Frankfurt Venue GmbH in advance of the event by no later than the date specified on the order form, as it will otherwise be impossible to guarantee their timely completion. Orders submitted by a third party (stand designers/builders, participants in joint stands or similar) shall only be accepted and carried out if they have been placed electronically from this third party's own account or, for written orders, if they bear the signature and company stamp of the exhibitor, or the third party has been granted power of attorney (referred to in the online shop as a sub-account).

(3) For orders received online or in writing less than eleven (11) days before the start of the event, Messe Frankfurt Venue GmbH will invoice the additional expenses entailed.

This fee shall also be due if the plans submitted are incomplete or faulty, or if they are not submitted at all. Adjustments to dates or deadlines may be made at the online shop due to the arrangements for specific events.

### **2. Description of services to be provided**

(1) Messe Frankfurt Venue GmbH shall arrange for the provision of aerial and broadband cable connections on the basis of the order.

(2) In order to be able to provide exhibitors with rapid assistance in the event that problems arise, on all days of the event Messe Frankfurt Venue GmbH will operate an emergency stand-by service whose location can be obtained from the hall inspector's office.

(3) Orders must be accompanied by a scale drawing of the stand, and no work shall be undertaken on the order until this scale drawing has been submitted. A scale drawing is included in the online shop and in the service folder.

### **3. Invoicing**

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices before performance of services based on reasonable flat-rate charges.

(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 the vendor/supplier involved no later than the same day. Any complaints received thereafter will be disregarded.

### **4. Cancellation by the customer**

In the event that an order is to be cancelled, the customer shall notify Messe Frankfurt Venue GmbH thereof in writing no later than three (3) weeks prior to the opening of the event involved, reckoned from the date of receipt. Cancellations can be accepted at later dates only if the respective service(s) – or parts thereof – have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

### **5. General conditions**

(1) Both parties to the agreement accept these terms and conditions of supply and installation as integral parts of the agreement binding upon both parties.

(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 contracting parties undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) 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.