

Terms and conditions for the supply of telecommunications equipment and facilities

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.

The same shall apply if the deadline specified in the offer is not met.

(4) If exhibitors 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. The publisher of the official catalogue is listed in the service folder. Exhibitors 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 "preselection" 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 all days of the event Messe Frankfurt Venue GmbH will operate a service hotline whose telephone number and location can be found in the service folder.

(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. A form for this purpose is included in the service folder. 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 exhibitors' own stand area or between stands must be registered with Messe Frankfurt 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 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 builders' 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 their 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. Cancellation by the customer

In the event that an order for telecommunications facilities 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 connection has not yet been installed or if installation thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

6. 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 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) 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, harm their wellbeing 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 which includes the sender and the 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 which are identified as spam are designated as such in the subject line and are then delivered. Any subsequent handling of such spam mails 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.