

## Terms and conditions for the supply of water

### 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) For certain products, an express surcharge in the amount of 25% of the product price (plus VAT) will be levied on orders submitted less than 22 calendar days before the start of the event to cover the additional expenses entailed. Products subject to this express surcharge are indicated by a pictogram.

(3) In order to be able to provide customers 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.

(4) A scale drawing of the stand must be submitted with written orders, as these cannot be fulfilled without it.

### 2. Description of services to be provided

#### (1) Water connections

(a) Messe Frankfurt Venue GmbH shall, on the basis of the order, arrange for the installation of supply and drain lines for the water connection from its supply network to the location on the stand specified by the exhibitor. In the case of stands that have no water connections of their own available within the rented area, Messe Frankfurt Venue GmbH shall endeavour to use a water connection on a neighbouring stand or to find another available connection.

(b) Water supply lines shall be laid using 1/2 inch pipes and drain lines shall be laid using 40 mm pipes. Water supply lines and drain lines shall be laid above hall floors along the shortest routes and brought up to the rear or side walls of stands. Underfloor installation is possible on the ground floor of Halls 4.0, 8.0 and 9.0 on special request. Lines must be laid above the floors on upper levels. Within stands, lines are laid above the floor along the base of the stand walls.

(c) The installation of water supply lines and drain lines from the piping network to stands and connection of stand installations to the water supply and drain networks shall only be performed by fitters commissioned by Messe Frankfurt Venue GmbH. The connection of stand installations by exhibitors is prohibited.

(d) The water pressure in Messe Frankfurt's water supply network is 2 to 4 bar, increasing to as much as 5 bar at night. It is recommended that pressure reduction valves or pressure boosters be installed if there are any devices that require a constant water pressure. In the event of water outages or irregularities in the water supply, Messe Frankfurt Venue GmbH shall endeavour to rectify same as soon as possible. Messe Frankfurt Venue GmbH assumes no liability for any resultant damages and shall not grant any discounts for such.

(e) Water connections may only be ordered for supplying one's own stand; the provision of water to other stands is not permitted.

(f) The costs of the water connection include the consumption of up to 5 m<sup>3</sup> of water. Any additional consumption will be invoiced at €6.20 per m<sup>3</sup>.

#### (2) Water installations on stands

(a) Exhibitors are free to install their own sinks, appliances, fixtures etc., provided that they comply with applicable regulations.

(b) Water installations and all parts thereof must comply with the rules and regulations of the DVGW (German Technical and Scientific Association for Gas and Water) as set out in TRWI, DIN EN 806.

(c) Connections on stands must also be installed solely by fitters commissioned by Messe Frankfurt Venue GmbH.

(d) The costs entailed by additional sanitary facilities, such as rental charges for wash basins, sinks, etc. and for the installation of items supplied by exhibitors shall be invoiced to exhibitors.

### 3. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices – including before performance of services – based on reasonable flat-rate charges. Charges for normal water consumption are included in the flat-rate charges for water connections. In the event of very high water consumption, water consumption will be estimated and invoiced in accordance with currently applicable rates.

(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) In the event that the exhibitor requires a water connection with water lines of a larger diameter than specified above for the water supply lines and drain lines, Messe Frankfurt Venue GmbH will provide a cost estimate on request.

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

(5) 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.

(6) 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.

### 4. Cancellation by the customer

The customer may cancel an order for the supply of water 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).

## **5. 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.

## **6. 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.

## **7. General conditions**

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties. Any differing general terms and conditions of business or purchase of the customer not apply, even if the customer has referred to these and Messe Frankfurt Venue GmbH has not specifically rejected them.

(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) 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.