Buchmesse 2021 - Stand equipment and furnishings - Version 08.07.2021

Order form for stand equipment and furnishings



	submitted by 28.09.2021		Messe Frankfurt Medien und Service G Fairconstruction
Event year:	Event number:		Ludwig-Erhard-Anlage 1
Contracting party and invoice recipient: (Invoices are always addressed and sent to	this contracting party.)		60327 Frankfurt am Main, Germany Phone + 49 69 75 75-0 www.messefrankfurt.com
Contact details:			MF customer number:*
Company name			
and legal form:*			Order number:* i
		1	VAT ID
			(EU):*
Contact person:*		1	Tax number (Non-EU):*
			Mobile phone
Street address:*			(with country code):
Postcode / Town/City:*			Hall /stand number:*
Country:*			Length:
Email address:*			Width:
			Area:
			* The fields marked with an asterisk are mandato and must be filled in.
If you have any questions, please contact: Fairconstruction Team stand equipment	Phone: +49 69 75 75-32 78	Ema	ui. uipment@messefrankfurt.com
87301010 Black	antistatic. Including laying, co	e and approx. 50 met overing with carpet p	res long. The top layer is 100% polypropylen rotection film and subsequent disposal. Fire
87301012 Anthracite	Supplied in rolls 200 cm wide antistatic. Including laying, or Protection Class B1.	overing with carpet p	rotection film and subsequent disposal. Fire
87301012 Anthracite 87301015 Grey	Supplied in rolls 200 cm wide antistatic. Including laying, or Protection Class B1. 87301010	Black; per m ²	rotection film and subsequent disposal. Fire
87301012 Anthracite	Supplied in rolls 200 cm wide antistatic. Including laying, or Protection Class B1.	overing with carpet p	rotection film and subsequent disposal. Fire
87301012 Anthracite 87301015 Grey 87301017 Light Grey	Supplied in rolls 200 cm wide antistatic. Including laying, or Protection Class B1. 87301010	Black; per m ²	rotection film and subsequent disposal. Fire
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige	Supplied in rolls 200 cm wide antistatic. Including laying, converted Protection Class B1. 87301010 87301012	Black; per m ² Anthracite; po	rotection film and subsequent disposal. Fire er m ²
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige 87301030 Tomato 87301032 Dark Red 87301060 Night Blue	Supplied in rolls 200 cm wide antistatic. Including laying, or Protection Class B1. 87301010 87301012 87301015	Black; per m ² Anthracite; p Grey; per m ²	rotection film and subsequent disposal. Fire er m ²
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige 87301030 Tomato 87301032 Dark Red	Supplied in rolls 200 cm wide antistatic. Including laying, corpretection Class B1. 87301010 87301012 87301015 87301017	Black; per m² Anthracite; per m² Grey; per m² Light Grey; per	rotection film and subsequent disposal. Fire er m ² er m ²
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige 87301030 Tomato 87301032 Dark Red 87301060 Night Blue 87301062 Electric Blue	Supplied in rolls 200 cm wide antistatic. Including laying, corpretection Class B1. 87301010 87301012 87301015 87301017 87301018 87301030	Black; per m² Anthracite; per m² Grey; per m² Light Grey; per sahara Beige Tomato; per i	rotection film and subsequent disposal. Fire er m ² er m ² ; per m ²
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige 87301030 Tomato 87301032 Dark Red 87301060 Night Blue 87301062 Electric Blue	Supplied in rolls 200 cm wide antistatic. Including laying, corprotection Class B1. 87301010 87301012 87301015 87301017 87301018 87301030 87301032	Black; per m² Anthracite; pi Grey; per m² Light Grey; pi Sahara Beige Tomato; per ii	rotection film and subsequent disposal. Fire er m ² g per m ² m ² r m ²
87301012 Anthracite 87301015 Grey 87301017 Light Grey 87301018 Sahara Beige 87301030 Tomato 87301032 Dark Red 87301060 Night Blue 87301062 Electric Blue	Supplied in rolls 200 cm wide antistatic. Including laying, corpretection Class B1. 87301010 87301012 87301015 87301017 87301018 87301030	Black; per m² Anthracite; per m² Grey; per m² Light Grey; per sahara Beige Tomato; per i	rotection film and subsequent disposal. Fire er m ² g per m ² m ² r m ²

87301070



€9.00

Grass Green; per m²



Company name and legal form:

Customer number:

Hall / stand number:

87301310 Black 87301312 Charcoal	Velour trade supplied in restatic. Include Class B1.	olls 200 cm wide ar	d approx. 50 metres long. The top layer is 100% polypropylend with carpet protection film and subsequent disposal. Fire Pro	e, anti- tection
87301315 Steel	87301310		Black; per m²	€16.10
87301318 Fawn	87301312		Charcoal; per m ²	€16.10
87301330 Cerise 87301332 Burgundy	87301315		Steel; per m ²	€16.10
87301360 Midnight	87301318		Fawn; per m ²	€16.10
87301362 Azure 87301370 Forest	87301330		Cerise; per m ²	€16.10
	87301332		Burgundy; per m ²	€16.10
	87301360		Midnight; per m ²	€16.10
	87301362		Azure; per m ²	€16.10
	87301370		Forest; per m ²	€16.10
	87301401		Beech-finish laminate flooring with chipboard underlay; per m ²	€45.40
	87301410		Edging for chipboard underlay; per m ²	€9.50
	87301402		Beech-finish laminate flooring with felt underlay;	
			per m ²	€34.80





88528520 "About A Chair" chair Wood, fabric, plastic, 59 x 53 x 81 cm White/grey

€67.60



88528310 "Maui soft" chair
Fabric, chrome frame, 55 x 52 x 77 cm
Black €52.30

88528330 Red €52.30

88528331 Orange €52.30



87511310 ____ "113 Castelli" chair Fabric, 57 x 58.5 x 77.5 cm Black €30.20



87511510 ______ "115" chair Padded, fabric, chrome frame, 46 x 50 x 84.5 cm Black €25.90

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87527910 _____ "Catifa" chair
Polypropylene, 56 x 51 x 79 cm
White/black €35.90

White/white €35.90



88527916 "Catifa" chair
Polypropylene, 56 x 51 x 79 cm
White/grey

88527918 White/sand

€25.40

€32.80

€32.80

	88527801	"Slim" chair Plastic, chrome frame, 56 x 50 x 79 cm Transparent	€30.70
	88527802	Smoke	€30.70
	88527860	Blue	€30.70
	87528310	"Thin" chair Wood, 52 x 52 x 78 cm Black	€52.80
	87528320	White	€52.80
	88528256	Oak	€51.20
	87526010	"260 Breeze" chair Plastic, aluminium frame, 47.5 x 56 x 78 cm Black	€30.70
	87526020	White	€30.70
	87526030	Red	€30.70
U			
	88525310	"Cuba" chair Lacquered wood, brushed metal, 49 x 43 x 73.5 cm	



38525310	"Cuba" chair Lacquered wood, brushed metal, 49 x 43 x 73.5 cm Black	€25.40
38525320	White	€25.40



	87526510	"265 Markus" chair Plastic, 53 x 44.5 x 82 cm Black	€24.90
	87526516	Grey	€24.90
	87526520	White	€24.90
1			
	88525510	"Vitra .03" chair Plastic, 43 x 53 x 79 cm Black	€52.80





1 1	

88527010 "Masters" chair Polypropylene, 47 x 57 x 84 cm Black

€32.80

|--|

€23.60

88527117 Dark grey

88528030

€23.60

|--|

88528010 "Nancy" chair
Polypropylene, 52.5 x 51 x 82 cm
Black

White

Red

€25.40

€25.40

€25.40

88527310	"Panton Chair" chair Plastic, 60 x 50 x 82.5 cm Black	€38.90
88527320	White	€38.90

88520210 ____ "Salara" office swivel chair Fabric, without armrests, 46 x 49 x 102–113 cm Black €51.20

"About A Stool" barstool

Light grey

Fabric, wood, 46 x 51 x 85 cm



€51.20



	87554310	"543 Breeze" barstool Plastic, chrome frame, 53.5 x 56 x 108 cm Black	€41.00
	87554320	White	€41.00
	87554360	Blue	€41.00
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		I Walan berete I	
	88528116	"Volt" barstool Polypropylene, 48 x 48.5 x 100 cm Grey	€44.10
	88528117	Dark grey	€44.10



Company name and legal form:

88575712	"Catifa 60 Lounge" armchair Fabric, 62 x 62 x 67 cm Black	€147.90
88575711	Light beige	€147.90



88573120 "Favara I" armchair Synthetic leather, 88 x 68 x 72 cm

€147.60



88572120 "Favara II" sofa
Two-seater, synthetic leather, 142 x 68 x 72 cm
White

€245.00



88575120 "Cadiz" armchair with 1 backrest
Synthetic leather, 60 x 60 x 79 cm
White €113.80

88575110 Black €113.80



88575220 "Cadiz" armchair with 2 backrests
Synthetic leather, 60 x 60 x 79 cm
White

88575210 Black

€141.40 €141.40

4	1	

88575020 "Cadiz" armchair without backrest Synthetic leather, $60 \times 60 \times 45$ cm White

e €78.90

88575010 Black

€78.90



87573310 "Cocktail" armchair
Synthetic leather, 68 x 67 x 75 cm
Black

€67.60

87573320

White

€67.60



88576010 "Pomp I" stool Synthetic leather, 50 x 50 x 50 cm Black

€31.80

88576020

White

€31.80

88572410 _____ _ "Tiffany I" armchair Leather, 78 x 72 x 71 cm Black

Diaon

€117.90



88573410 ____ _ "Tiffany II" sofa Leather, 130 x 72 x 71 cm

Black

€199.90



88577130 ____ "Twist Bench" stool Polypropylene, 120 x 50 x 42 cm Grey

€91.20

87537010 "Fiam Club" occasional table
Aluminium, metal top, powder-coated
40 x 40 x 40 cm
Black

€37.90

87537020

White

€37.90



88533910 ____ __ __ __ __ __ "Toe 70" occasional table 70 x 70 x 34 cm Black

€51.20

88533920

White

€51.20



€34.80



€50.20



"362" folding table 200 x 70 x 73 cm 87536220

White

€61.20

"Mister X I" table 88530220

Round, high pressure laminate table top, Ø 70 x 73 cm

€61.50



"Mister X II" table 88530210

Square, high pressure laminate table top, $70 \times 70 \times 73$ cm

€61.50



"Miura70" table 88532010 Polypropylene, Ø 70 x 70 cm Black

€62.50

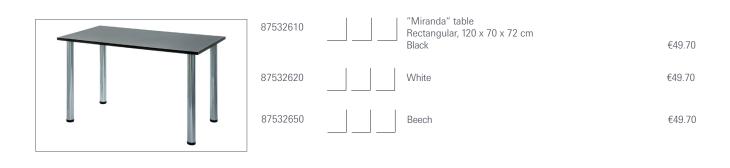


88530110	"Venus" table Chrome, square, round base, $70 \times 70 \times 72$ cm Black	€44.30
88530120	White	€44.30

87530210	"Riga" table Top and base round, 70 x 72 cm Black	€44.60
87530220	White	€44.60
87530250	Beech	€44.60
87530416	Light grey	€44.60



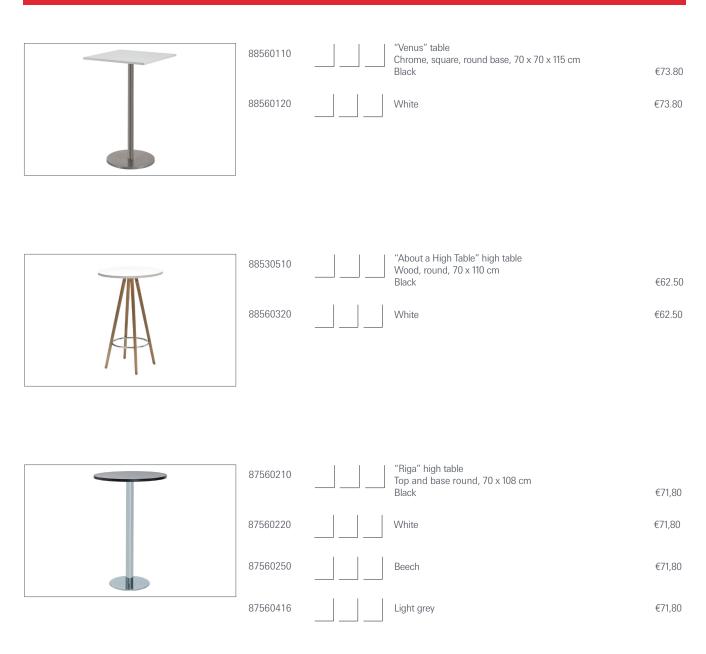
€82.50



87530310	"Tallinn" table Top and base square-shaped, 70 x 70 x 72 cm Black	€44.60
87530316	Light grey	€44.60
87530320	White	€44.60
87530350	Beech	€44.60









87560310	"lallinn" high table Square top and base, 70 x 70 x 108 cm Black	€71,80
87560316	Light grey	€71,80
87560320	White	€71,80
87560350	Beech	€71,80

"Tallinn" high table



87563220

"Tallinn 2" high table
Rectangulare, 140 x 70 x 108 cm
White

€87.60



85000901

Designertable open 200 x 100 x 99 cm White

€146.80



85000902

Designertable closed 200 x 100 x 99 cm White

€157.30



85000404 "Concept" counter 2 shelves, open back, 80

"Concept" counter 2 shelves, open back, $80 \times 38 \times 110$ cm Light grey

€211.10



Front

€211.10



85000402 _____ "Concept Plus" counter 2 shelves, with lockable doors, top rear, side open, 80x38x110 cm white €232.20





87565820 "Frankfurt" counter 121 x 43 x 108 cm

€260.90





88568001 "Aquabar 1m" counter Illuminated, 100 x 75 x 115 cm White

€287.00



€230.60



Front

88568002 "Aquabar 2 m" counter 200 x 75 x 115 cm White

€307.50



88568003 "Aquabar 2 m" counter Illuminated, 200 x 75 x 115 cm White

€363.90





88568004 "Aquabar" base cabinet 97 x 50 x 88 cm
White

€145.50



88568005 "Aquabar" corner counter Corner element, 75 x 75 x 115 cm White

€174.20



88568006 "Aquabar" corner counter Corner element, illuminated, 75 x 75 x 115 cm White

€228.60



88568007 "Aquabar" sideboard 100 x 35 x 90 cm White

€145.50



87582020

"820" side Glass top

"820" sideboard Glass top unit, lockable, 1 shelf, 95 x 47,5 x 110 cm White

€184.80



87590020

"900" sideboard
Lockable, cable passage, 1 shelf, 90 x 40 x 80 cm
White

€86.60



88580720

"Marco" sideboard with shelf
Wood, plastic, lockable, 80 x 40 x 110 cm
White

€94.30







87505102 "051" glass display case
1 glass shelf, glass top, lockable,
30 cm plinth, 95 x 47 x 120 cm
White

€178.30





87705317 "Duo" brochure holder For "Duo" brochure stands, acrylic, DIN A4, 31 x 23 x 6 cm

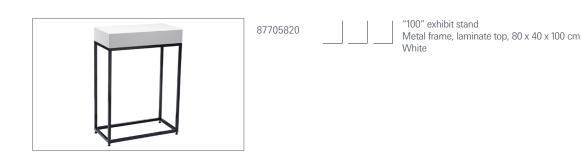
x 23 x 6 cm €14.30

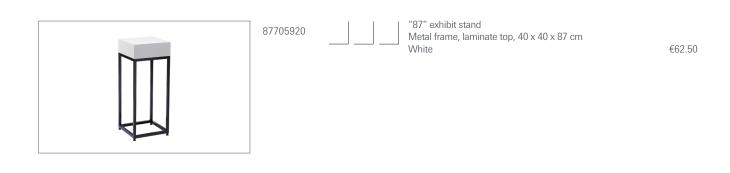


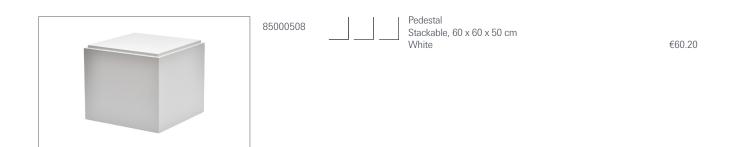
87705319 Table-top brochure stand Metal, 32 x 24 x 32 cm Silver

€41.00

Company name and legal form:		Customer number:	Hall / stand number:
	87705520	"1" exhibit stand 30 x 30 x 80 cm White	€56.80
	87705620	"2" exhibit stand 30 x 30 x 100 cm White	€59.20
	87705720	"3" exhibit stand 30 x 30 x 120 cm White	€62.30
	88705820 88705810	"Kubus" exhibit stand 40 x 40 x 110 cm Concrete White	€64.30 €64.30









€113.80



87705414 Barrier post 1 post, without barrier rope, 80 cm Chrome

€17.90



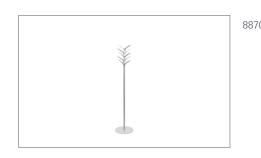
87705430 Barrier rope
Barrier rope, without post, 150 cm
Red

€17.90



87703515 "Detroit" coat stand Aluminium

€37.90



€38.90



87704200 Clothes rack
On rollers, adjustable, 100–178 x 145–185 cm
Chrome

€45.10



87705313 Bag stand 60 x 124 cm Silver

€47.40



87701010 Waste-paper basket 18 I, plastic Black

€4.60



Kitchenette 3.2 kW, 5-I boiler, refrigerator, sink, 2 hobs, 100 x 65 x 90 cm 87660120

€319.80



"605" bottle refrigerator 250 I, 56 x 55 x 144 cm 87660520

White

€174.20



"604" refrigerator 140 I, 59 x 55 x 85 cm 87660420

White

€93.00



"606" refrigerator with freezer compartment 170-1 refrigerator and 45-1 freezer compartment, 87660620 $55 \times 55 \times 144 \text{ cm}$

White

€170.90



87660522 Refrigerator with glass door 350 l, 6 shelves, 60 x 60 x 172 cm White

€194.20



87660720 _____ __ __ __ __ __ __ "607" upright freezer 104 I, 63 x 55 x 85 cm White

€129.90



€259.80



87661014 400 V, 4.9 kW, 75–120-second programme, Commercial, 59 x 46 x 82 cm Aluminium

€696.70



"611" dish- and glass-washing machine 400 V, 7.7 kW, 90-360-second programme, 87661114 Commercial, 60 x 60 x 82 cm

Aluminium

€696.70



Coffee machine 87661600

12 cups, items for purchase, as shown or similar White

€38.90



Round filter coffee machine 87661613 80 cups, as shown or similar, Ø 25 x 53 cm

€69.20



1-litre kettle 87661800 As shown or similar

€39.70



87661604

Jura Impressa X9 Win 5.2-I tank capacity, 230 V, 1.5 kW, 43 x 61 x 58.5 cm

€516.30



87661609

Jura Impressa XF 50 Classic 3.2-I tank capacity, 230 V, 1.45 kW, 32.5 x 47 x 37.5 cm

€283.90



87661607

Jura Impressa XS 9 Classic 5.7-I tank capacity, 230 V, 1.35 kW, 41 x 39 x 47 cm

€379.00



87661614

Nespresso GEMINI CS 220 Pro 2 x 3-I tank capacity, 230 V, 2.41 kW, 56 x 37 x 39.2 cm

€379.00



				Guest of Honour Canada
Company name and legal form:			Customer number:	Hall / stand number:
	87661707		Nespresso pads 50 coffee pads	€35.40
	87661706		50 espresso pads	€35.40
	87661612		Nespresso ZENIUS ZN 100 Pro 2.3-I tank capacity, 230 V, 1.56 kW, 19	9 x 31 x 40 cm €88.70
	88707010		Protective screen transparent with feet	€39.00
Messe Frankfurt Venue GmbH collects and uses th	ne data you prov	ride here to process	your order.	

I hereby confirm that I have read and accepted the terms and conditions of supply in the attachment.

Please save this form in PDF form for your own records before sending.

This order is subject to our terms and conditions of supply in the attachment.

Prices are per item or m² in € and do not include VAT.



I hereby place a binding order.

Further information according to article 13 and 14 GDPR please find under messefrankfurt.com/privacy.

Stand Construction Services and Equipment of Messe Frankfurt Medien und Service GmbH - Fairconstruction

Messe Frankfurt Medien und Service GmbH offers to deliver stand construction (hereinafter referred to as "Stand Construction Services") by way of lease. Messe Frankfurt Medien und Service GmbH furthermore offers to deliver equipment items as accessories for the exhibition booths (hereinafter referred to as "Equipment") by way of lease. Delivery of Stand Construction Services and Equipment by way of lease shall be subject to the following conditions.

1 Orders

- (1) Stand Construction Services and Equipment shall be ordered by submission of the fully completed order form applicable for the respective event or via the online order system of the fairconstruction configurator of Messe Frankfurt Medien und Service GmbH. In case of submission of signed order of Messe Frankfurt Medien und Service GmbH the order is placed after the offer is countersigned by the ordering party and receipt of the countersigned offer by Messe Frankfurt Medien und Service GmbH, which simultaneously constitutes the conclusion of a binding contract. In cases of an order via order forms or online via the configurator, a binding contract is concluded upon receipt of the order confirmation of Messe Frankfurt Medien und Service GmbH.
- (2) Equipment can furthermore be ordered online via "Shop for Exhibitor Services" of Messe Frankfurt Medien und Service GmbH using the PIN assigned by Messe Frankfurt Medien und Service GmbH. A binding contract is concluded upon receipt of the order confirmation of Messe Frankfurt Medien und Service GmbH.
- (3) The following applies for orders via mailed order forms: the order forms must have a legally binding signature of the applicant and Messe Frankfurt Medien und Service GmbH must receive a copy of the order form no later than six weeks prior to the start of the event, otherwise Messe Frankfurt Medien und Service GmbH shall not guarantee timely execution. Orders submitted by third parties (booth designers) shall be accepted and executed only if such orders bear the signature and company seal of the exhibitor or if the third party can furnish a power of attorney.
- (4) For orders received after a specific date, Messe Frankfurt Medien und Service GmbH is entitled to charge a lump sum surcharge for accelerated order processing. The following applies: for orders received by Messe Frankfurt Medien und Service GmbH less than 48 hours prior to the start of the event, Messe Frankfurt Medien und Service GmbH reserves the right to charge a lump sum of 25 % of the order price in addition to the regular item price for associated additional costs. For certain products, the above lump sum is due for orders received by Messe Frankfurt Medien und Service GmbH as early as 22 calendar days prior to the start of the event. The quotation will explicitly state the lump sum surcharge on orders received less than 48 hours or fewer than 22 calendar days prior to the start of the event.

2. Service description

- (1) Based on the order, Messe Frankfurt Medien und Service GmbH shall initiate provision of the ordered Stand Construction Services for the negotiated time period.
- (2) The scope of the Stand Construction Services shall be based on the order confirmation or respectively the countersigned offer. Additional equipment may be ordered and will be charged as equipment.
- The objects included in drawings and representations may differ from the order confirmation (in case of an order via order forms or online via the configurator, Shop for Exhibitor Services) or respectively from the offer; the scope of services described in the order confirmation or respectively in the offer applies exclusively.
- (3) Upon request, Messe Frankfurt Medien und Service GmbH also offers customized complete stands to include design planning based on an offer signed by Messe Frankfurt Medien und Service GmbH.
- (4) A scaled drawing of the stand is required to execute equipment orders; orders cannot be executed without a scaled drawing. A drawing template is included in the service folder.
- (5) All objects of Stand Construction Services and Equipment shall be delivered by way of lease for the negotiated time and, as leased objects, must be handled with care by the customer and upon expiration of the negotiated lease term must be properly returned or respectively be held ready for collection, as specified by Messe Frankfurt Medien und Service GmbH.

3. Invoicing

- (1) After receipt of the invoices such shall be due and payable on the date 30 calendar days prior to the start of the respective event. Insofar as exhibitors receive invoices less than 30 calendar days prior to the start of the respective event, these shall be due and payable immediately upon receipt. Messe Frankfurt Medien und Service GmbH is authorized to issue invoices prior to providing services.
- (2) The prices listed in the respective valid price list shall be binding for both parties. Work not listed is not included in the prices specified in the price list and will be charged and invoiced separately.
- (3) In the event that an order is not placed for customized complete stands, no fees or charges are incurred for the design as well as for one (1) change initiated by the customer. Each consecutive change of the design initiated by the customer shall be invoiced to the customer based on time expended pursuant to the current hourly rate of Messe Frankfurt Medien und Service GmbH, insofar as a contract for delivery of a customized complete stand is not concluded, Several offers per event may possibly be provided for exhibitors participating in multiple events.
- (4) Modifications on site based on the exhibitor's change requests shall be invoiced based on time expended pursuant to the current hourly rate of Messe Frankfurt Medien und Service GmbH, plus costs for consumed material.
- (5) Offsetting is permitted only with uncontested or counterclaims legally in force.
- (6) Complaints for non-executed or partially executed orders/deliveries must be received by Messe Frankfurt Medien und Service GmbH no later than the first day of the fair. In the event that the service ordered is executed on the first day or subsequent days of the fair, complaints must accordingly be submitted at the latest on the day following the day of delivery. Complaints at a later time shall not be considered.
- (7) A handling fee of 50 euros plus VAT will be charged for subsequent changes to the invoice as a result of changes to the invoice recipient, address changes etc This fee will be shown on the modified invoice.

4. Ordering party's withdrawal

The customer is authorized to withdraw from a binding order only up to 21 calendar days prior to the start of the event with written notification to Messe Frankfurt Medien und Service GmbH. Thereafter, a withdrawal is possible only if the provision of ordered services has not yet commenced. The notification from Messe Frankfurt Medien und Service GmbH to the customer, according to which the above-mentioned conditions regarding

commencement of the execution of an order are not fulfilled, is binding. In these cases, Messe Frankfurt Medien und Service GmbH is specifically not obligated to prove that execution of the order has commenced at the time of receipt of the withdrawal. The withdrawal provisions provided for in this Section 4 apply accordingly to changes of services ordered.

5. Photographic images

The exhibitor declares its consent that Messe Frankfurt Medien und Service GmbH shall and will utilize photographic images or other representations of complete stands or parts thereof created by it for advertisement purposes and for reference, free of charge, unlimited, and without requiring further approval, and in the event that third parties hold rights to the complete stand or parts thereof shall ensure that such third parties grant their consent in terms of this provision.

6. Liability for defects

- (1) The liability for defects is subject to the provisions regarding contracts for work and labor of the German Civil Code (BGB) and in the event of a lease subject to its provisions regarding lease contracts.
- (2) The ordering party is principally authorized to demand supplementary performance by way of rectification of defects. The type and manner of proper rectification of defects is at the discretion of Messe Frankfurt Medien und Service GmbH, which is authorized to provide replacement at any time. The ordering entity is authorized to assert further claims, specifically claims for reduction or withdrawal from the contract only if two attempts at rectification of defects for the same defect have failed.
- (3) The liability for defects does not include defects incurred by the ordering party due to natural wear, moisture, significant heat, improper use, or improper storage. Similarly, the liability for defects does not include reasonable deviations in terms of form, dimensions, color, and condition of the material.
- (4) The ordering party is obligated to immediately inform Messe Frankfurt Medien und Service GmbH of defects and to provide Messe Frankfurt Medien und Service GmbH the opportunity to come to appropriate conclusions.
- (5) In the event of a delayed notice of defects or if reservations for known defects were not communicated, the warranty claims are null and void.
- (6) The warranty claims shall also be null and void if the contracting entity itself executes changes or hinders or respectively prevents assessment and rectification of defects, which is usually the case in the event of a notice of defects after the end of the fair for defects that have occurred or became known during the fair.

7. Liability

- (1) Messe Frankfurt Medien und Service GmbH is liable in case of intent or gross negligence. Messe Frankfurt Medien und Service GmbH is liable for damages caused by simple negligence insofar as negligence pertains to the violation of essential contractual obligations (cardinal obligations). Compensation claims shall be limited to damages which, at the time of the contract conclusion, are typical and foreseeable. Messe Frankfurt Medien und Service GmbH shall not be liable in this context for compensation of indirect damages/consequential damages, specifically not for lost profits. Damages arising from the violation of life, body, or health are excluded from the above exclusions of liability.
- (2) Messe Frankfurt Medien und Service GmbH shall not accept a duty of care for leased items, fair goods, and stand facilities and in this regard excludes any liability for damages and loss. This exclusion of liability is also not affected by security measures provided by companies affiliated with Messe Frankfurt Medien und Service GmbH. All damages incurred must immediately be reported to the police, the insurer, and Messe Frankfurt Medien und Service GmbH.

8. Trademark rights and usage rights

- (1) Messe Frankfurt Medien und Service GmbH shall be entitled to any and all trademark rights and usage rights to the Stand Construction Services and Equipment. An assignment of trademark rights in usage rights is excluded. The utilization right regarding objects of the Stand Construction Services and Equipment shall be nonexclusive, granted to the ordering party only for the contractual purpose, and limited to the negotiated time of lease.
- (2) Messe Frankfurt Medien und Service GmbH shall be entitled to all rights regarding designs, drafts, and drawings, manufacture and assembly documents, concept descriptions, as well as descriptions of exhibit and event concepts, etc., even if such have been transferred to the ordering party. Such rights of Messe Frankfurt Medien und Service GmbH are entrusted to the ordering party in terms of Sec. 18 of the German Law against Unfair Competition (UWG). An assignment of usage rights exceeding the rights required for fulfillment of the contract and regardless of whether special protection rights exist or not (e.g. copyrights), requires express written agreement. The ordering party is obligated to refrain from any other utilization of any kind, specifically reproduction and circulation, distribution to third parties, or the direct or indirect replication, insofar as such is not required for the purpose of the contract.
- (3) It is assumed that the ordering party has violated the obligations pursuant to Section 2 if the ordering party executes Standard Construction Services or Equipment or has such executed by third parties, which chiefly conform to the designs and concepts of Messe Frankfurt Medien und Service GmbH. The ordering party is solely responsible to prove otherwise.
- (4) Furthermore, in the event of a violation of the obligation listed under above Section 1 and Section 2, specifically in case of a replication, Messe Frankfurt Medien und Service GmbH shall be entitled to compensation for damages in the amount of 50% of the negotiated lease rate. The contracting entity shall have the right to prove that no damages or lower or higher damages were incurred. Messe Frankfurt Medien und Service GmbH reserves the right to assert higher damages.
- (5) In the event that the ordering party hands material or documents over to Messe Frankfurt Medien und Service GmbH or to third parties commissioned by it for the purpose of creating the subject of the agreement, the ordering party shall be liable for the fact that manufacture and delivery of work according to its documents does not violate third party protective rights. Messe Frankfurt Medien und Service GmbH is not obligated to verify whether information and documents handed over by the ordering party for manufacture and delivery violates third party protective rights. The ordering party is obligated to immediately indemnify Messe Frankfurt Medien und Service GmbH from all possible compensation claims from third parties and to bear the damages arising from a violation of protective rights

9. General Provisions

- (1) Both contracting parties recognize the above order and delivery terms as parts of the agreement that are binding for both sides. General terms and conditions or contractual terms of the ordering party do not apply, even if Messe Frankfurt Medien und Service GmbH did not object to their applicability.
- (2) The laws of the Federal Republic of Germany apply.

(3) Place of fulfillment for all services provided by Messe Frankfurt Medien und Service GmbH is Frankfurt am Main, Germany, place of jurisdiction is Frankfurt am Main, Germany. Messe Frankfurt Medien und Service GmbH is, however, authorized to file a suit at the ordering party's place of business or residence.

10. Severability clause

If individual conditions of these provisions become ineffective, the validity of the remaining conditions is not thereby affected. In place of the ineffective conditions, the contractual parties are obligated to agree upon other effective conditions that most closely correspond to the economic purpose of the ineffective conditions.