

Order form for visitor registration hardware and software (LeadSuccess)



Please note that this form must be submitted by 28.09.2021

Event year: _____ Event number: _____

Contracting party and invoice recipient:
(Invoices are always addressed and sent to this contracting party.)

Messe Frankfurt Venue GmbH
V2 Services
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main, Germany
Phone + 49 69 75 75-0
www.messefrankfurt.com

Contact details:

Company name
and legal form:*

MF customer number: *

Order number: *

VAT ID
(EU):*

Contact person:*

Tax number
(Non-EU):*

Street address:*

Mobile phone
(with country code):

Postcode / Town/City:*

Hall / stand number:*

Country:*

Length:

Email address:*

Width:

Area:

* The fields marked with an asterisk are mandatory
and must be filled in.

Your point of contact:

If you have any questions, please contact:

Multimedia Team

Phone:

+49 69 75 75-13 20

Email:

multimedia-shop@messefrankfurt.com



37001269



Normal price
LeadSuccess mobile app, up to 10 licences, per licence
(device not included)

- Address data entry using an app on your mobile device
- Barcode scanner and business card scanner
- Access to the online portal
- Internet access not included

€152.00



37001270



LeadSuccess mobile app, 11th licence and each additional
licence (device not included)

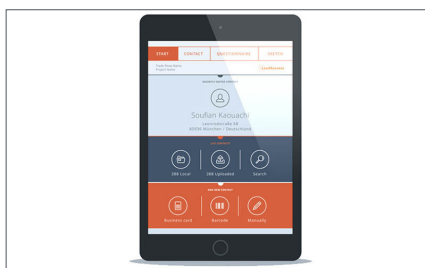
- Address data entry using an app on your mobile device
- Barcode scanner and business card scanner
- Access to the online portal
- Internet access not included

€101.00

Company name and legal form:

Customer number:

Hall / stand number:



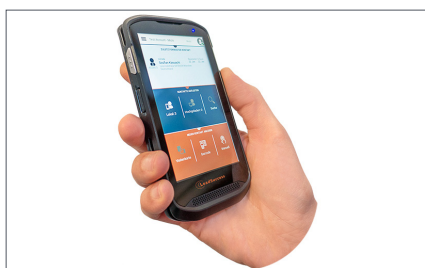
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LeadSuccess mobile app with iPad per item

- Address data entry using an app
- Including iPad
- Barcode scanner and business card scanner
- Access to the online portal
- Including internet access

Normal price

€356.00



37001266

LeadSuccess Service Plus per item

- Address data entry using an app
- Barcode scanner
- Access to the online portal
- Including internet access

€356.00



37001268

LeadSuccess Ready to Work Mobile per item

- Notebook
- LeadSuccess mobile app and one licence for your device
- Barcode scanner and business card scanner
- Access to the online portal
- Including internet access

€599.00

Messe Frankfurt Venue GmbH collects and uses the data you provide here to process your order.
Further information according to article 13 and 14 GDPR please find under messefrankfurt.com/privacy.

I hereby place a binding order.
☐

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 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.

Terms and conditions for the supply of multimedia stand equipment and mobile telecommunications systems

1. Order placement

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. Description of services to be provided

(1) The subject of the contract is the leasing/use of hardware and/or software, including related documentation.

(2) The software to be used is LeadSuccess. The access details for LeadSuccess will be sent by email within 30 days before the start of the trade fair. The customer will receive a personalised web portal in which it is possible to independently process services (questionnaires, sending emails, downloading data). One device may be used for each licence ordered. If a licence is used for more than one device, the licence will be blocked. An internet connection (minimum of 5 Mbit/second) is required for transferring data from the device to the web portal. The data recorded will automatically be deleted 30 days after the end of the trade fair.

(3) The customer guarantees that they will only scan barcodes on tickets and request the ticket owner's data from Messe Frankfurt Venue GmbH with the ticket owner's consent. Within their area of responsibility, the onus shall be on the customer alone to assess the legality of processing any data obtained using LeadSuccess and to ensure compliance with applicable data protection rules and regulations. In particular, wherever necessary the customer must obtain the consent of the ticket owner for their intended use of the data, and must also satisfy their information and disclosure obligations vis-à-vis the ticket owner under the terms of the GDPR.

(4) The hardware that is ordered will be delivered to the stand on the Frankfurt exhibition grounds before the start of the trade fair. If programmes are permanently installed on the hardware or if they are supplied with same, these programmes are intended solely for the operation of the hardware in accordance with the terms of the contract; no other use is permitted. The equipment is only made available for use at the stand. If the customer wishes to use the hardware or software at a different location, in whole or in part, they must obtain the prior consent of the lessor (Messe Frankfurt Venue GmbH). The customer must not allow third parties to use the leased hardware or software without obtaining the lessor's prior consent in writing. Section 540 (1) Sentence 2 of the German Civil Code (BGB) shall not apply.

(5) Responsibility for the selection of hardware and software (including the results to be produced by its use) lies with the customer.

(6) The customer must treat the hardware and software with due care. Said lessee will assign personnel with appropriate qualifications and comply with the application and operating instructions provided by the lessor. The customer is not entitled to dispose of the items leased without the prior written consent of the lessor. The customer will keep the hardware and software free from encumbrances and will notify the lessor immediately of any access by third parties, giving all the necessary details. The customer is responsible for the costs of all measures necessary to prevent access by third parties. Any changes which the customer wants to make to the hardware or software are subject to the consent of the lessor. Before returning the hardware and software, the customer must restore it to its original condition.

(7) The lessor and the customer undertake to treat as confidential for an unrestricted period all the information to which they gain access in connection with the hardware / software / leased item and – inasmuch as this is not necessary to achieve the purpose of the lease – not to record it or pass it on to third parties or use it in any way.

(8) At the end of the lease period, the customer will return to the lessor all the items leased.

(9) 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 that can be reached on the published hotline number.

3. Leasing

The customer is liable for damage to or extraordinary wear and tear on the items they have leased, up to the amount of the actual costs of restoration of the items or their repurchase value. The customer shall take out adequate insurance for the duration of use.

The customer is liable for the leased equipment for as long as it is in their possession or in the possession of an authorised representative and not solely for the duration of the agreed lease period.

4. Holding harmless and insurance

The customer shall hold Messe Frankfurt Venue GmbH, its employees and authorised representatives harmless with regard to compensation claims from third parties due to damage and destruction of hardware and software, inasmuch as such damage or destruction is not caused intentionally or through negligence by Messe Frankfurt Venue GmbH or its vicarious agents.

5. Exclusion of liability

(1) Messe Frankfurt Venue GmbH is only liable within the limits of its statutory liability and therefore disclaims all liability of any kind in excess thereof for personal injury, property damage or financial losses suffered on the exhibition grounds, including in any buildings. In particular, the following shall be excluded: damage caused by fire, water, explosion, violent attacks, storms or other instances of force majeure, or by theft, burglary, breakdown of supply services (such as electricity, gas, water) and similar causes, as well as damage incurred as a result of the safety and security regulations pursuant to Section 1.18.

This shall also apply to any grounds or buildings outside the exhibition grounds that are used in connection with the event.

(2) This also applies to damage caused by the general public (in particular, by visitors to the event, other exhibitors, persons acting on their behalf, etc.) or employees and representatives of Messe Frankfurt Venue GmbH or by other circumstances. This includes erroneous information given and measures taken by Messe Frankfurt Venue GmbH, its employees and those acting on its behalf.

6. 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 installation and de-installation. 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. The customer must settle outstanding debts immediately, even if not yet due, in the following circumstances:

a)

if bankruptcy proceedings are initiated in relation to their assets, if the initiation of such proceedings is refused due to a lack of assets, if composition

proceedings to avert bankruptcy have been ordered, if the customer is attempting to reach a general court settlement with their creditors, or if the customer becomes insolvent;

b)

if the customer is in default on their payment obligations to Messe Frankfurt Venue GmbH;

c)

if the customer's own cheques are not paid or bills they have accepted are protested for reason of lack of payment;

d)

if the customer loses their capacity to transact or conduct business for any reason whatsoever;

e)

if the customer breaches other contractual obligations and fails to remedy such a breach within one week of a caution including instructions on these legal consequences being sent by registered post.

(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.

7. 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 22 calendar days 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).

8. 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.

9. 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.

10. 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 shall 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) Any terms and conditions that may be printed on the customer's enquiries or orders or to which the customer refers elsewhere will not be accepted by Messe Frankfurt Venue GmbH if they contradict the latter's terms and conditions of supply and payment, even if they have not been specifically rejected.

(4) Provisions that are included in the exhibitor's purchasing or order conditions and which conflict with the agreements of this Contract of Participation shall be void, insofar as Messe Frankfurt Venue GmbH has not given its express written consent to the individual exceptions requested by the exhibitor.

(5) In the event of breaches of the terms contained in the Contract of Participation, Messe Frankfurt Venue GmbH is entitled to pronounce and implement immediate exclusion from the event; any special regulations contained in the various individual conditions remain unaffected.

(6) Messe Frankfurt Venue GmbH is exclusively entitled to enforce its internal regulations within the exhibition grounds, including the right to decide who enters and occupies its exhibition grounds; this also applies to the grounds and buildings outside the exhibition grounds that are used in connection with the event. These regulations also relate to the admittance of third-party companies that have been commissioned by the exhibitor to

undertake activities at the exhibition grounds, as well as to the nature, extent and conditions of such activities at the exhibition grounds.

(7) The exhibitor agrees to the storage, processing and/or forwarding of personal data by Messe Frankfurt Venue GmbH – including the use of automatic data processing systems – in accordance with the German Federal Data Protection Act (BDSG) insofar as this is done for business purposes only.

11. Place of performance and jurisdiction

(1) 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.

(2) As a substitute, the special jurisdiction of the place of performance as specified in Section 29 of the German Code of Civil Procedure (Zivilprozessordnung) is deemed agreed, with said place of performance resulting from the nature of the contractual obligation under which the rent is payable at the location of the premises in question.

(3) The court of jurisdiction shall also be Frankfurt am Main in the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent court of law at the debtor's general place of jurisdiction officially accepts the case, application is to be made for transfer to the competent court of law in Frankfurt am Main.

(4) Furthermore, each party to the agreement is entitled to proceed against the other at the latter's place of residence or business.

(5) The German text and German law shall prevail when interpreting the General Terms and Conditions and all other conditions specified.