# Office equipment rental form



Please note that this form must be submitted by 28.09.2021		Messe Frankfurt Venue GmbH
Event year:	Event number:	V2 Services 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
		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:	Phone:	Email:
Multimedia Team	+49 69 75 75-13 20	multimedia-shop@messefrankfurt.com
	37001272	Normal price Windows Touch PC, 27-inch, per item Elegant, space-saving solution for the reception area /
horseys.		information desk of your stand. Easy to use – an electrical connection is all that is required €450.00
	37001285	Laptop, 15.6-inch, per item 15.6-inch laptop in line with current standards, with DVD drive, 5 GHz WiFi card and MS Office package €250.00





Company name and legal form: Customer number: Hall / stand number:



37001274

Windows PC, per item

When it comes to space-saving PC solutions that are particularly elegant, the business slimline PC is the perfect choice. It is a full-fledged desktop PC with all the connections you require

€190.00

Normal price



37001275

LED screen, 22-inch, per item

The striking Asus MS228H features an attractive high-gloss black piano finish that makes the screen a real eye-catcher at your workstation. The MS228H can be easily connected to your PC or notebook computer using an HDMI or VGA cable, allowing it to be used as a second screen

€80.00



37001462

Apple MacBook, 15-inch, per item Each MacBook comes with Photos, iMovie, Pages, Numbers and Keynote, so you can get creative straight away

€350.00



37001461

Apple iMac, 27-inch, per item Each iMac comes with Photos, iMovie, Pages, Numbers and Keynote, so you can get creative straight away

€450.00





Company name and legal form:

Customer number:

Hall / stand number:

37001286

Apple iPad, per item

The iPad takes everything that you could possibly require in a computer and places it in a single glass display – it is as powerful as a large desktop computer, and has a battery that lasts all day

€195.00

Normal price



37001292

USB laser printer, black and white, per item Resolution: up to 1,200 x 1,200 dpi, printing speed: up to 20 A4 pages/minute, interface: USB 2.0, toner is also included

€125.00



37001293

USB laser printer, colour, per item
Resolution: up to 2,400 x 600 dpi,
printing speed: up to 18 A4 pages/minute black and white,
up to 4 A4 pages/minute colour,
interface: USB 2.0, toner is also included

€195.00



37001306

Multifunction printer, colour, per item

Multifunction printer, LED colour printer, network-compatible, copier function, fax function, scanner function, prints up to DIN A4, print resolution: max. 600 x 2,400 dpi, printing speed (colour): max. 22 pages/minute, printing speed (black and white): max. 22 pages/minute, colour display, diagonal display size approx. 9.3 cm, interfaces: Ethernet LISP 20

interfaces: Ethernet, USB 2.0

€450.00





Customer number: Hall / stand number: Company name and legal form: Normal price Multifunction printer, black and white, per item 37001307 Multifunction printer, black-and-white laser printer, network-compatible, copier function, scanner function, prints up to DIN A4, print resolution: max. 2,400 x 600 dpi, printing speed (black and white): max. 24 pages/minute, €350.00 interfaces: Ethernet, USB 2.0 Copier with sorter, digital, per item 37001245 DIN A4/A3 format,



speed: up to 25 pages/minute, resolution: 1,200 x 600 dpi, document feeder up to 35 sheets, 3x 500-sheet paper trays, zoom: 25%-400%, automatic two-sided printing, automatic sorter, 500 black-and-white copies and 200 colour copies free of charge, each additional black-and-white A4 copy costs €0.05,

€350.00



Copier, digital, per item 37001240 DIN A4 format, speed: up to 20 pages/minute, resolution: 600 x 600 dpi, document feeder up to 35 sheets, 250-sheet paper tray, enlarge/reduce: 25%-400% in increments of 1%

each additional colour copy costs €0.15

€295.00



Copier, analogue, per item 37001230 DIN A4 format, speed: up to 3 pages/minute, dimensions with copier attachment: W/D/H: 81.6/39.8/10.4 cm

€158.00

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.

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

(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. Description of services to be provided

The subject of the contract is the leasing of hardware, including related documentation, on the basis of the list of devices, elements and supplementary installations, including the properties and features specified therein. 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 exhibition location. If the lessee 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. The lessor can require that their own specialists or a third party of their choice be consulted with regard to the transportation and installation work associated with a change of location. All direct expenses and follow-up costs associated with a change in exhibition location will be payable by the lessee. The lessee 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. Responsibility for the selection of hardware and software (including the results to be produced by its use) lies with the lessee. The lessor supplies the hardware and software free to the place of use. The delivery dates and places of installation are stated in the order confirmation, and return dates in the acceptance confirmation. In due time before the agreed delivery dates, the lessee must ensure that the spatial, technical and other requirements for installation and connection are met so that the lessor can prepare the hardware and software for operation. The lessor shall not be responsible for such activities as connecting the hardware and software to other appliances or programmes as part of installation services and preparation for operation. The lessor will install the hardware and software immediately after delivery and prepare it for operation in compliance with the properties and features listed in the acceptance confirmation. Once the equipment has been handed over, the lessee shall give the lessor written confirmation that the equipment is ready for operation. The lessee 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 lessee is not entitled to dispose of the items leased without the prior written consent of the lessor. The lessee 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 lessee is responsible for the costs of all measures necessary to prevent access by third parties. Any changes which the lessee wants to make to the hardware or software are subject to the consent of the lessor. Before returning the hardware and software, the lessee must restore it to its original condition. The lessor and the lessee 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. At the end of the lease period, the lessee will return to the lessor all the items leased. The lessor will handle dismantling, packaging and return of the hardware and software at no extra charge.

- (1) Messe Frankfurt Venue GmbH shall arrange for the provision and installation of the desired equipment on the stand on the basis of the order. Messe Frankfurt Venue GmbH reserves the right to make partial deliveries. The delivery dates quoted are not binding. No claims for damages can be made for delayed delivery or non-delivery.
- (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 that can be reached on the published hotline number.

#### (3) Leasing

The lessee 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 lessee 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 lessee shall hold us and our 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 us or our vicarious agents.

# 3. 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.

# 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 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

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.

#### 5. Cancellation by the customer

The customer may cancel an order 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).

#### 6. 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.

#### 7. 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.

# 8. General conditions

- (1) Both parties to the agreement accept these terms and conditions 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 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.

# 9. 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.