

# Terms and Conditions of Sale apply to telecom and internet services

## 1 Subject matter of the terms and conditions

The rental fees are applicable to the entire duration of an event. This includes the specified assembly and dismantling times and the period of the trade fair itself. Operation must not exceed 6 weeks. Otherwise a rental fee of the same amount will become payable for each additional 4-week period. The fee shall cover one item each (e.g. connection charge, piece of equipment, etc.)

The following terms and conditions regulate the contractual relation of the customer with Messe Düsseldorf GmbH for telephone and DECT connections, for participation in the telephone service and for the rent, the installation of telecommunication end devices and corresponding fittings (hereinafter referred to collectively as telecommunications facilities), the connection of the telecommunication facilities to the telecommunication system of Messe Düsseldorf GmbH, as well as for Internet connections, Wireless-LAN and corresponding data end devices (hereinafter referred to collectively as IT facilities).

The terms and conditions of participation for the respective event, the technical guidelines and the following terms and conditions shall apply. Deviating terms and conditions of the customer shall not apply. This shall also be the case even if Messe Düsseldorf GmbH does not explicitly reject these.

## 2 Coming into force of the contract

- 2.1 Use of the telecommunication /IT facilities must only be ordered from Messe Düsseldorf GmbH via the corresponding order form. The order will be confirmed by Messe Düsseldorf GmbH. Upon confirmation, the contract between the customer and Messe Düsseldorf GmbH shall come into force.
- 2.2 Messe Düsseldorf GmbH has entrusted T-Systems International GmbH with the performance of the contract.
- 2.3 Messe Düsseldorf GmbH is entitled to make conclusion of the contract dependent
  - a) on the submission of a written power of attorney,
  - b) on an advance payment or guarantee declaration from an approved banking institution in the European Union.

## 3 Scope of performance

The scope of the contractually agreed products and services is specified in the scope of products and services as shown on the order forms. All telephone communication, data communication and all forms of picture communication must be carried out exclusively via the network of T-Systems International GmbH.

All the required connections are exclusively provided by Messe Düsseldorf GmbH. Equipment and facilities that form part of communication systems shall be provided for an event on a leasing basis. They shall be put into operation during the assembly period. Switch-off shall take place no later than on the last dismantling day. Cables may only be laid for communications equipment outside a rented stand space by T-Systems International GmbH, which shall be done on behalf of Messe Düsseldorf.

## 4 Obligations and responsibilities of the customer

In particular, the customer is obliged

- 4.1 Any items of equipment and facilities that have not been ordered with our delivery/pick-up service shall be collected by the exhibitor and shall be returned after the end of the event (i.e. no later than 14:00 hrs of the last dismantling day) without being requested to do so. If the exhibitor does not meet this obligation, then it shall be charged as detailed in GTC clause 8.6.
- 4.2 To pay the agreed prices, plus the turnover tax applicable thereon, on time. For each cheque not honoured or debit orders returned, the customer shall compensate Messe Düsseldorf GmbH for the resulting costs, in so far as and to the extent that he is responsible for the event triggering the costs,
- 4.3 To use exclusively the network operator T-Systems International GmbH. He is not allowed to change from T-Systems International GmbH to another network operator in individual cases for the duration of a call, through the dialling of a connection-network-operator code (Call-by-call selection and preselection).
- 4.4 To provide the electrical power for the installation, operation and maintenance, as well as any potential equalisation necessary, including corresponding earthing, at his own expense,
- 4.5 Not to misuse the connection or the connections or Internet access points handed over, in particular to refrain from threatening and disturbing calls,
- 4.6 To ensure that the components of the telephone network/ISDN are not overloaded through excessive use of the connection,
- 4.7 When using the Internet access points (WLAN or fixed-line network) to ensure the security of his own data and its secure transmission himself, for example by himself ensuring SSL coding or VPN Client,
- 4.8 Prior to making use of the "call-forwarding" function, to ensure that no calls are forwarded to a connection which also forwards incoming calls, and that the owner of the connection, to which the calls are to be forwarded, is in agreement with this,
- 4.9 To keep any personal identification number (PIN) secret and to alter it immediately or to have it altered by T-Systems International GmbH, if he suspects that unauthorised third parties have gained knowledge of it,
- 4.10 To ensure correct setting of the end-device identification code,
- 4.11 When ordering WLAN access, to provide the information, required of him, truthfully and completely,
- 4.12 To ensure the security and secrecy of the access data assigned to him for logging in,
- 4.13 To notify the Exhibition Service Office of T-Systems International GmbH immediately of any disturbances. This office receives these notifications on behalf of Messe Düsseldorf GmbH,

- 4.14 Following notification of a disturbance, to compensate T-Systems International GmbH for costs incurred in checking the facilities, if, following the checking, it becomes apparent that the disturbance was within the area of responsibility of the customer,
- 4.15 To collect the telecommunications/IT facilities ordered from the T-Systems International GmbH Service Centre prior to the start of each event, and to return them there immediately following ending of the event,
- 4.16 Only to have maintenance, repair and alteration work to the connections and telecommunications/IT facilities carried out by T-Systems International GmbH,
- 4.17 To notify Messe Düsseldorf within one month and in writing:
  - of each alteration in the person of the customer, caused by inheritance through death or other universal succession,
  - in the case of trading companies without legal capacity, communities of heirs, associations without legal capacity, Civil Code partnerships or communities of customers, the joining or departure of persons,
  - of each alteration to the name or designation under which the customer is kept in the business documents of Messe Düsseldorf GmbH.

## 5 Use by third parties

The customer shall also be required to pay the prices incurred through the authorised or unauthorised use of the telecommunications/IT facilities by third parties, if and in so far as he is responsible for this use.

## 6 Terms of payment

- 6.1 The prices for telephone connections, for Internet access, for the rental of telecommunications/IT facilities, for detailed lists of individual connections and for the collect-and-bring service shall be payable for one event respectively.
- 6.2 All remuneration shall be payable at the start of the provision of the service, and shall be due at the latest upon receipt of the invoice. Messe Düsseldorf GmbH shall request appropriate cash advances.
- 6.3 All remuneration is to be understood as net remuneration, in addition to which turnover tax shall be invoiced and payable at the level statutorily prescribed for the time of the respective event. The invoice shall contain the information required by the tax authorities.

## 7 Right of offsetting and withholding

Offsetting by the customer against claims of Messe Düsseldorf GmbH is only permissible with claims that are undisputed or have been determined as legally binding. The customer shall only be entitled to assert a right of withholding on the basis of counterclaims from the present contractual relation. The customer cannot offset claims against T-Systems International GmbH against claims of Messe Düsseldorf GmbH.

## 8 Telecommunications/IT facilities

- 8.1 Rent  
Messe Düsseldorf GmbH shall hand over the telecommunications/IT facilities - which shall remain the property of T-Systems International GmbH - to the customer for rental use only. Additional required consumables such as printer cartridges or additional printer paper, will be invoiced separately and are not included with the rental equipment.
- 8.2 Place of setting-up  
The rented telecommunications/IT facilities may only be set up at a location other than the agreed location with the consent of Messe Düsseldorf GmbH.
- 8.3 Handing-over to third parties  
The customer is not permitted to hand over the rented telecommunications/IT facilities, or to rent these on, to third parties for sole use, without the prior, written consent of Messe Düsseldorf GmbH. In the event of this consent being refused, the customer shall not be entitled to a right of extraordinary termination.
- 8.4 Software  
Messe Düsseldorf GmbH shall rent out to the customer the software belonging to the telecommunications/IT facilities - which shall remain the property of T-Systems International GmbH. T-Systems International GmbH, its supplier and the creator of the software shall remain the owners of the copyright and of rights to the software and the documentation derived from this. The software must not be altered, reverse-developed, further-developed or translated. The written material must not be reproduced, nor must works derived from the documentation be produced.
- 8.5 Security  
The data traffic, generated following registration, between IT end facilities of the customer and the Internet access point (WLAN or fixed-line network) of Messe Düsseldorf GmbH, will be transmitted unencoded. Consequently, this data could possibly be viewed or altered by third parties. The security of the data traffic is not the responsibility of Messe Düsseldorf GmbH.
- 8.6 Deposit  
A deposit corresponding to the deposit category will be included in the exhibitor invoice for the period of use. If the end device is returned in optically and technically perfect condition no later than on the last day of dismantling, 2 pm, the deposit will be deleted from the exhibitor invoice. Otherwise, the deposit will be transformed into damages payable with the exhibitor invoice.  
Deposit category I: € 100 (e.g. telephones)  
Deposit category II: € 250 (e.g. VDSL modems, fax machines, routers, switches, conference stars)  
Deposit category III: € 650 (e.g. notebooks, PC with monitor, PDA)  
Deposit class IV: Each item (for high-quality equipment)
- 8.7 If the customer wishes to operate its own WLAN equipment within the entire trade fair centre, then it may only do so with special approval from Messe Düsseldorf GmbH. Application forms for this purpose can be obtained from

Messe Düsseldorf and through the online order system (OOS). Regulations for the assembly and operation of WLAN-capable equipment can be found in the Technical Policy of Messe Düsseldorf GmbH, clause 5.9.4. If the customer runs its own, non-approved facilities, then Messe Düsseldorf GmbH is entitled to ban their operation. The operation of WLAN solutions for providing services that are charged shall be permitted to T-Systems only. If the customer or the relevant local contact fails to meet a request to discontinue operation of such equipment within one hour, then a € 200 fee shall automatically become payable. If operation is still not discontinued within another 24 hours, then a contractual penalty of € 500 shall become payable in addition to this fee. The relevant point in time shall be submission of the WLAN commissioning log by T-Systems or by its agent on site. Once WLAN vouchers have been submitted to the exhibitor or collector with a valid delivery note, they can no longer be exchanging, regardless of whether they have not yet been activated or only been used in parts. We give no guarantee for the availability or bandwidth of WLAN vouchers that are offered.

## 9 Obligation to return telecommunications/IT facilities/compensation for damages/assertion

- 9.1 Correct return of the telecommunications/IT facilities following the end of the contract is the responsibility of the customer. In cases of doubt, this must be demonstrated through submission of confirmation of receipt by T-Systems International GmbH, which will be issued by the latter.
- 9.2 Any equipment and facilities that have not been ordered with delivery/pick-up service shall be collected by the exhibitor and shall be returned after the end of the event (i.e. no later than 14:00 hrs of the last dismantling day) without being requested to do so. If the exhibitor does not meet this obligation, then it shall be charged as detailed in GTC clause 8.6.

## 10 Termination

The fixed-period contractual relation cannot be terminated.

## 11 Warranty

In the event of the telecommunications/IT facilities having defects which impair their contractually-conform use to an extent that is more than immaterial, and if the customer has fulfilled his obligation to notify as per no. 4, letter l), the customer can demand repair or replacement delivery immediately during the event.

## 12 12-hour service and advice

T-Systems International GmbH, by order of Messe Düsseldorf GmbH, shall remove disturbances to its technical facilities at the exhibition centre of Messe Düsseldorf GmbH, immediately within the scope of the existing and operational possibilities, if possible on the same day during the period of the event, otherwise on the following day. At other times, T-Systems International GmbH shall carry out the respective removal of disturbances in accordance with a separate agreement between the customer and Messe Düsseldorf GmbH.

Availability of our service team:

By phone: +49 211 9 47 20 00  
 By fax: +49 211 9 47 47 48  
 By e-mail: Telekom@messe-duesseldorf.de  
 Telecom@messe-duesseldorf.de  
 info@here-we-are.de  
 Internet: www.here-we-are.de

## 13 Prices, delivery periods, dates and delays

- 13.1 Periods for performance and deadlines shall only be binding if explicitly agreed as such in the contract.
- 13.2 In the event of a temporary and unforeseen hindrance to performance, for which Messe Düsseldorf GmbH is not responsible, the agreed period shall be extended or the agreed deadline postponed by an appropriate length of time. Such a hindrance to performance shall apply in particular in the event of industrial disputes, including in companies of which Messe Düsseldorf GmbH makes use in the fulfilment of the present contract, in particular T-Systems International GmbH, in the event of official measures, the fall-out of means of transport or energy, unforeseen failure to deliver by suppliers - provided these have been chosen with due care - as well as in cases of force majeure.
- 13.3 In the event of Messe Düsseldorf GmbH defaulting on the performance owed, it shall be liable as per the General Terms and Conditions. The customer shall only be entitled to withdraw from the contract if Messe Düsseldorf GmbH fails to comply with an appropriate period of grace, set by the customer and which must be at least two days.
- 13.4 Messe Düsseldorf GmbH reserves the right to bar an existing connection if the user uses this in a manner that violates the contract or statutory requirements. Following barring of the access, the claim of Messe Düsseldorf GmbH to payment for the contractual relation already begun, shall remain in full.
- 13.5 All connections, lines and services shall be ordered on the relevant forms no later than 30 days before the beginning of an event. Any forms that are received after that date shall be processed in the order of receipt. In such a case products and services can only be provided for as long as phone numbers / lines and terminals are available.
- 13.6 Surcharge for last-minute requests (i.e. 7 days before the beginning of a trade fair): 35% of the fee shown in the price list (item 13.7). The same fee shall become payable in the event of a change or cancellation of the requested product or service.
- 13.7 The relevant item prices shall be those displayed in the business premises of T-Systems at the trade fair. All specified prices are exclusive of German VAT, which is payable in addition. We do not reimburse unused charge units that were included with a booked connection. If several connections are ordered, we do not provide the option of offset against or compensation for charge

units that were included in a fee.

## 14 Limitation of liability

- 14.1 The customer shall be liable for all damage for which he is responsible.
- 14.2 Messe Düsseldorf GmbH shall only be liable for material damage and economic loss in cases of intentional conduct or gross negligence. In the event of the absence of an assured feature, it shall be liable for all damage attributable to this.
- 14.3 In the event of damage-causing occurrences on transmission routes of T-Systems International GmbH or in a switching facility of T-Systems International GmbH - if this can be claimed against for the switching for others - Messe Düsseldorf GmbH shall only be liable for material damage and economic loss in cases of intentional conduct or gross negligence.
- 14.4 In the event of material damage and economic loss through damage-causing occurrences as per 14.3, liability with respect to individual damaged parties shall be limited to twelve thousand, five hundred Euro and to ten million Euro with respect to all damaged parties, respectively per damage-causing act. If the sum of the individual damage exceeds the maximum limit, the compensation for damages shall be reduced in the ratio of the sum of all claims for compensation for damages to the maximum limit.
- 14.5 Messe Düsseldorf GmbH shall only provide one access point (WLAN or fixed-line network) to the Internet. The material called off via this access point shall not be subjected to any checking by Messe Düsseldorf GmbH, in particular shall not be checked as to whether it contains damage-causing software (e.g. viruses). If not explicitly otherwise marked, all material used by the user via the Internet access point, is third party material in the sense of § 5, sub-section 3, German Telecommunications Service Law. Messe Düsseldorf GmbH shall assume no warranty for the correctness and completeness of the content of information offered by itself or by third parties.

## 15 Exclusion of objections

In the event of the customer raising objections against the level of the use-related prices, invoiced for services of Messe Düsseldorf GmbH, he must raise these objections in writing within six weeks of receipt of the invoice from Messe Düsseldorf GmbH. Failure to raise objections on time shall apply as approval. Messe Düsseldorf GmbH shall make special reference in its invoices to the consequences of failure to notify on time. Statutory entitlements of the customer in the event of justified objections following expiry of the deadline, shall remain unaffected.

## 16 Connection of telecommunications/IT facilities of the customer

- 16.1 If the customer intends to connect own telecommunications/IT facilities to the connections, he must obtain the approval of T-Systems International GmbH beforehand. Following this, only approved and marked end-devices may be connected to the telecommunications system on the premises of Messe Düsseldorf GmbH. Approval forms can be requested by telephone on +49 211 947 20 00.
- 16.2 The end devices must only be used in accordance with the intended purpose, must be correctly installed and serviced in such a manner that adherence to the fundamental requirements, applicable for the end devices, is ensured.
- 16.3 T-Systems International GmbH is obliged to switch off end devices that do not comply with the fundamental requirements, or which are operated without the approval required as per point 16.1.

## 17 Data protection

- 17.1 Messe Düsseldorf GmbH shall collect, process and use the data of the customer with consideration for the provisions of §§ 91 - 107 of the German Telecommunications Law.
- 17.2 Messe Düsseldorf GmbH shall process and use the data of the customer to the extent that this is necessary for advising, advertising and for market research, for own purposes and for the requirements-oriented design of its communication services.
- 17.3 The customer can object to the processing and use stated in no. 17.2.

## 18 Statute-barring

All claims of the customer against Messe Düsseldorf GmbH shall become statute-barred after six months. The period of limitation shall begin at the end of the month in which the final day of the event falls.

## 19 Place of jurisdiction

Place of jurisdiction is Düsseldorf or, at the discretion of Messe Düsseldorf GmbH, the legal domicile of the customer.

## 20 Other provisions

- 20.1 All agreements, individual authorisations and special rulings require the written form. No verbal subsidiary agreements exist. Amendments and extensions to the contract shall become effective upon written confirmation by Messe Düsseldorf GmbH.
- 20.2 The customer may only transfer the rights and obligations from the present contract to third parties with the prior, written consent of Messe Düsseldorf GmbH. Messe Düsseldorf GmbH is entitled to assign its claims to T-Systems International GmbH.
- 20.3 In the event of individual rulings and provisions being legally invalid, the validity of the remainder of the contract shall be unaffected.
- 20.4 The contractual relations of the parties shall be governed by the law of the Federal Republic of Germany.
- 20.5 In addition, the General Terms and Conditions of Messe Düsseldorf are also applicable together with the Technical Policy and the prices lists for connection charges (published and displayed for viewing in our business premises).
- 20.6 The German text shall be binding.

As of 1 January 2018