

## Terms and conditions for the supply of renewable energy

### 1. Order placement

(1) Clicking on the "I hereby place a binding order" button automatically submits a binding order, both from the shopping cart in Messe Frankfurt's Shop for Exhibitor Services and from PDF forms.

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

(3) In order to be able to provide customers with rapid assistance in the event that problems arise, on all days of the event Messe Frankfurt Venue GmbH will operate an emergency stand-by service whose location can be obtained from the hall inspector's office.

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

### 2. Description of services to be provided

When electricity is ordered through this offer, a corresponding volume of electricity is obtained that has been generated solely through renewable energy sources.

#### (1) Electrical connections

(1.1) Messe Frankfurt Venue GmbH shall arrange for the installation of lines from its electrical supply network to the stand and of an electrical distribution box on the basis of the order.

(1.2) Stand electrical connections will be installed on the basis of the order in accordance with the following:

(a) Full distribution box, including electrical sockets:

Electrical distribution box rated at 6 kW, equipped with:

- 1 x RCD (type A), 4-pin, 30 mA, nominal current 40 A
- 1 x terminal strip 5 x 4 mm<sup>2</sup>
- 3 x 16A circuit breakers (type B), 1-pin, 10 kA
- 3 x built-in earthed SCHUKO electrical sockets 16 A (colour: blue)
- 1 x built-in earthed SCHUKO electrical socket 16 A for a refrigerator (colour: red)

Electrical distribution box rated at 7-20 kW, equipped with:

- 1 x master switch 40 A, 3-pin with lock (does not control the refrigerator socket)
- 1 x RCD (type A), 4-pin, 30 mA, nominal current 40 A
- 7 x 16A circuit breakers (type B), 1-pin, 10 kA
- 2 x NEOZED fuses 63 A, 3-pin, with terminal strips for output
- 6 x built-in earthed SCHUKO electrical sockets 16 A (colour: blue)
- 1 x built-in earthed SCHUKO electrical socket 16 A for a refrigerator (colour: red)

Electrical distribution box rated at 21-40 kW, equipped with:

- 1 x RCD (type A), 4-pin, 30 mA, nominal current 63 A
- 2 x 32A circuit breakers (type C), 3-pin, 10 kA
- 1 x 16A circuit breaker (type C), 3-pin, 10 kA
- 6 x 16A circuit breakers (type B), 1-pin, 10 kA
- 5 x built-in earthed SCHUKO electrical sockets 16 A (colour: blue)
- 1 x built-in earthed SCHUKO electrical socket 16 A for a refrigerator (colour: red)
- 1 x CEE socket 16 A red
- 2 x CEE sockets 32 A red
- 1 x master switch 63 A, 3-pin

(b) With CEE coupling:

CEE 16 A

- 1 x RCD, 4-pin, 30 mA, nominal current 40 A
- 1 x CEE socket 16 A red
- 1 x RCD / circuit breaker 16 A, 1 P+N, B, IFN 0.03 A
- 1 x built-in earthed SCHUKO electrical socket 16 A for a refrigerator (colour: red)

CEE 32 A

- 1 x RCD, 4-pin, 30 mA, nominal current 40 A
- 1 x CEE socket 32 A red
- 1 x RCD / circuit breaker 16 A, 1 P+N, B, IFN 0.03 A
- 1 x built-in earthed SCHUKO electrical socket 16 A for a refrigerator (colour: red)

(c) With Messe Frankfurt terminal sub distribution:

Single-phase AC connections 230 V

- Electrical distribution box rated at 3 kW, equipped with:

- 1 x residual current device (RCD, type A), 30 mA
- 1 x master switch
- 2 x 16 A circuit breakers (type B)
- 1 x electrical socket for a refrigerator

Three-phase AC connections 400 V

- Electrical distribution box rated at 4-15 kW, equipped with:

- 1 x residual current device (RCD, type A), 30 mA
- 1 x master switch, 3-pole
- 5 x 16 A circuit breakers (type B), 1-pole
- 1 x electrical socket for a refrigerator, 1-pole

- Electrical distribution box rated at 16-40 kW, equipped with:
  - 1 x residual current device (RCD, type A), 30 mA
  - 1 x master switch, 3-pole
  - 12 x 16 A circuit breakers (type B), 1-pole
  - 1 x electrical socket for a refrigerator, 1-pole
- For total electrical power requirements exceeding 40 kW: one 5-conductor cable to the stand

The exhibitor is responsible for ensuring that there is a suitable electrical distribution box. All electrical distribution boxes must comply with the following specifications: All electrical socket circuits carrying currents of up to 32 A and all lighting circuits are to be protected by 30 mA residual current devices (RCD). It is recommended that all other electrical circuits, e.g. circuits for exhibits carrying currents in excess of 35 A, be protected by 30 mA to 500 mA (max.) residual current devices (RCD).

(1.3) The supply voltages available on the exhibition grounds are, in the case of the single-phase AC supply, 230 V, 50 Hz, and, in the case of the three-phase AC supply, 230/400 V, 50 Hz. The voltages and frequencies involved are kept as constant as possible. In the event of power outages or irregularities in the electrical supply, Messe Frankfurt Venue GmbH will endeavour to rectify same as soon as possible. Messe Frankfurt Venue GmbH assumes no liability for any resultant damages and shall not grant any discounts for such.

(1.4) In cases where exhibitors are unable to specify the connected load for their stand, they shall state the total numbers of lighting fixtures, electrical sockets, items of equipment etc. that are planned.

(1.5) Electrical connections may only be ordered for supplying one's own stand; the provision of electrical power to other stands is not permitted.

(1.6) For safety reasons, the electrical supply is switched off on the last day of the trade fair one (1) hour after the event has closed.

## **(2) Electrical installations on stands**

(a) Electrical installations on stands may be installed by Messe Frankfurt Venue GmbH. Exhibitors should submit their orders for same directly to Messe Frankfurt Venue GmbH. Installation shall be performed by an electrical installation company authorised by Messe Frankfurt Venue GmbH.

(b) Electrical connections are also protected by an electrical distribution box equipped with a master switch and 30 mA residual current devices (RCD type A), but only up to 63 A = 40 kW. Electrical sockets and electric lighting circuits must be protected by 30 mA residual current devices (RCD).

(c) Electrical installations and all parts thereof must comply with the current German DIN standards / DIN VDE regulations and the provisions of the "Technical Regulations for Connections to the Low-Voltage Network" (TAB Hessen, 2007 Edition), as well as additional regulations issued by Messe Frankfurt Venue GmbH and the Frankfurt Fire Brigade. The regulations applying to electrical installations on the exhibition grounds are specified in the Technical Guidelines of Messe Frankfurt Venue GmbH.

(d) Electrical installation companies other than those listed in the Technical Information of Messe Frankfurt Venue GmbH that have been selected by exhibitors shall be obliged to report to Messe Frankfurt Venue GmbH prior to commencing any work and to prove their certification by presenting a valid EVU license (installation license). They shall also acknowledge their acceptance of the regulations applying to electrical installations on the exhibition grounds issued by Messe Frankfurt Venue GmbH and regulations issued by the responsible authorities by signing a formal acceptance thereof.

(e) In the event that electrical installations on stands are installed by companies other than those listed in the Technical Information of Messe Frankfurt Venue GmbH, a formal acceptance of said stand installations shall be obtained from the responsible hall electrician prior to their connection to Messe Frankfurt Venue GmbH's electrical supply network.

(f) The employment of cable ties for fastening load-bearing components or lighting fixtures is prohibited.

## **(3) Electrical connections during set-up/dismantling and for stand constructors' workplaces**

(a) In the event that electrical power is required during stand set-up/dismantling, but a connection cannot yet be installed for technical reasons, exhibitors may, at their own expense, have an unmetred electrical connection installed by the responsible hall electrician. Messe Frankfurt Venue GmbH is to be notified of any such installation. Exhibitors will be charged a reasonable flat-rate fee for the electrical power consumed by such connections.

(b) The terms and conditions for stand electrical connections shall apply analogously to electrical connections to hall electrical supplies for stand constructors' workplaces.

## **3. Invoicing**

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices before performance of services based on reasonable flat-rate charges. The flat-rate charges shall be based on the power requirements (kW) stated on orders. Said charges shall include all materials employed on a rental basis, as well as the installation and removal of electrical connections and charges for electrical power consumption.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) In the case of requested power requirements in excess of 300 kW, the customer will be informed in advance if special measures are required for providing connections to the existing electrical supply network that entail additional charges.

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

(5) Complaints regarding the non-provision or incomplete provision of ordered items or services must be received by Messe Frankfurt Venue GmbH no later than one calendar day after the day of delivery. Any complaints received thereafter will be disregarded.

(6) Messe Frankfurt Venue GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes etc. This fee will be shown on the modified invoice.

## **4. Cancellation by the customer**

The customer may cancel an order for an electrical connection by submitting a written cancellation to Messe Frankfurt Venue GmbH no later than 22 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if provision of the respective service(s) – or parts thereof – has not yet commenced. Should Messe Frankfurt Venue GmbH notify the customer that cancellation is not

possible because the provision of the ordered services has already commenced, this notification shall be binding. Messe Frankfurt Venue GmbH has no obligation in such cases to prove that work had already commenced at the time the cancellation request was received.

The foregoing provisions shall apply analogously to any changes to the ordered service(s).

#### **5. Warranty**

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Messe Frankfurt Venue GmbH, which may provide replacement at any time. The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects incurred by the customer due to natural wear, moisture, intense heat, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Messe Frankfurt Venue GmbH without delay of any defects and to provide Messe Frankfurt Venue GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder/prevent the assessment/rectification of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the fair.

#### **6. Liability**

Messe Frankfurt Venue GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Messe Frankfurt Venue GmbH shall only be liable for simple negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

#### **7. General conditions**

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

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.