

Logisticservices-Terms

Status October 2008

§ 1 All forwarding, freighting and storage services, and all other services normally involved in forwarding, which are offered and supplied at the Frankfurt Fair & Exhibition Centre by Messe Frankfurt Venue GmbH & Co. KG (hereinafter called Venue) shall be subject to the General Terms & Conditions of German Forwarders (ADSp) in their latest version. **In Section 23 of the ADSp these restrict statutory liability for damage to goods under Section 431 of the Commercial Code for damage in forwarder's custody to € 5 per kg; for multi-modal shipment, excluding sea carriage, to SDR 2 per kg, and beyond this per claim of incident of damage to € 1 million or € 2 million or 2 SDR per kg, whichever sum is the greater.**

The client will be supplied with the ADSp. should it so wish, or they can be inspected at the Venue offices and at the offices of the logistics partners employed for this service provision.

Specific regulations of Venue shall apply as a supplement in the form of the following Logistic-services-Terms and the Logisticservices-Tariff (herein after called Tariff) belonging thereto.

§ 2 Charges shall be based on the prices listed in the Tariff. These charges are shown without statutory VAT. Orders, which are placed 24 hours or more in advance prior to agreed execution of order, are considered as pre-ordered. For pre-ordered services Venue will not charge forwarding commission (to cover provision of staff, forklifts etc.), and for forklift-orders the moving time to/from stand will not be charged. For Orders for empty packaging storage or storage of goods (Tariff's sections 4.1 and 5.1), which are placed after 10.00 a.m. on the last setting-up day, Venue will charge a supplement of 50% on the applicable tariff because of the additional work involved. The same applies to orders placed at the correct time, but where, by the end of the normal setting-up period, the empty packaging or goods has not yet been made ready for collection by the client. The times involved shall be understood as the normal setting-up times outlined in the schedule of times and dates for the relevant event.

§ 3 It is possible to achieve lower prices for Tariff's sections 2) – 5). Should there be a number of orders or consignments for tariff's sections 3) – 5), covering the same exhibition stand, these individual orders will be added together over the entire setting-up and dismantling period and Venue will grant the reduced price shown on the Tariff.

§ 4 When dispatching to Venue, exhibition goods must be sent "freight prepaid" Frankfurt Fairgrounds. Each package must be clearly marked with the recipient's name and precise fair and stand designation, in order to ensure delivery in good time.

§ 5 Delivery of dispatch papers / order at the Venue office shall not signify any transfer of risk to Venue with regard to the goods.

The liability of Venue shall begin by way of delivery upon acceptance of goods from the client and shall end when the exhibition goods are deposited at the designated exhibition stand. This shall apply even if the client or exhibitor is not present. Should no instructions as to date and time be to hand from the exhibitor, delivery of incoming shipment shall be made during the period of the first to last setting-up day.

Any deadlines agreed by Venue and Client are only approximate times. Deviations from these deadlines are possible due to event-specific characteristics during the setting-up phase.

The liability of Venue with regard to the storage of empty packing materials/goods for storage shall begin upon acceptance of the material at the stand and shall end upon delivery to the stand following the close of the fair. This shall apply even if the client or exhibitor is not present.

No liability shall be accepted for exhibition or stand-construction material in empty packing materials. Liability shall be accepted only for goods registered as goods for storage. Liability with regard to return shipping of exhibition goods shall begin only upon collection of said goods at the exhibition stand within the official dismantling period, even if the client or exhibitor or his agent are not present, and shall end upon transfer of said goods to the client or his agent.

§ 6 Storage of empties and discarded packaging materials in the exhibition halls is prohibited. Clients may commission Venue to collect, store and/or dispose of empties and discarded packaging materials. In this case Venue shall undertake regular collection during the setting-up stage, up to the official end of setting-up. Clients must prepare empties and discarded packaging materials for storage and/or disposal; for this purpose a clear and fully completed empties label must also be affixed to all empties; discarded packaging materials must be marked as waste in clearly visible letters. Venue will also, without a separate order, take away and dispose of all empties and discarded packaging materials found in the halls at the official end of dismantling – irrespective of whether they carry the above markings – at the respective client's expense. Venue shall not be liable for any damage incurred by the Client as a consequence of missing, defective or incorrect marks on articles for collection and disposal, providing Venue was not culpable of malice or gross negligence.

§ 7 The client is recommended to take out his own transport- and storage-insurance. Venue can act as agent for this.

§ 8 Complaints of all kinds must be made in writing to the Venue Office or logistics partner. in the case of recognisable defects, at once; in the case of defects not recognisable, immediately following potential discovery of the defect on careful examination. Verbal statements shall not suffice.

§ 9 Invoices for forwarding services must be paid immediately in pursuance of ADSp Section 18.1.

§ 10 Should any individual provisions of these Terms & Conditions be ineffective, the validity of the remaining provisions shall not be affected thereby. The Contracting Parties shall have a duty to agree other effective provisions in place of such ineffective provisions, which shall approach most nearly to the commercial intention of said ineffective provisions.

§ 11 The sole place of fulfilment for all obligations under contracts shall be Frankfurt am Main. The place of jurisdiction for both Parties shall be Frankfurt am Main. German law shall apply.