Return to:
Messe München GmbH
Techn. Ausstellerservice
Messegelände
81823 München
Germany

For passing on to and invoicing by one of MMG's contractors

# Telephone/Fax/ Modem/ISDN

	Event Date		
Exhibitor	Hall Stand no.	Open-air grounds Block	
	Contact		
Street/P.O.Box	Phone with area code and ext.	Fax with area code and ext.	
Country, Town, Postcode	E-mail		

We hereby order subject to acceptance of the terms of business set out overleaf:

No.	Item No.	Description	Price per connection:	Qty.	
Connecti	on with termi	nal			
1.	34003 34004	Combi package incl. connections and following equipment: 1 fully featured phone (digital connection; see 2.) 1 fax machine for normal paper (analog connection)	EUR 304.00		
2.	34005	Digital connection incl. fully featured telephone <u>no</u> facility for connection of <u>analog</u> supplementary equipment (e.g. fax machine, answering machine or credit card reader) ISDN terminal may not be connected	EUR 101.00		
3.	34006	Exhibition mobile phone (DECT) incl. connection	EUR 89.00		
4.	34012	Fax machine for normal paper incl. connection	EUR 264.00		
5.	34013	Modem (33,600) incl. connection	EUR 118.00		
Connecti	Connection without terminal (only possible with RJ 45 plug or adapter)				

6.	34014	Analog extension for fax/modem operating	EUR 77.50	
7.	34055	ISDN multiple connection	EUR 277.00	

# Miscellaneous

8.	34850	Standard hourly rate for other/additional services	EUR 92.00	
9.	34096	Additional fee for late orders received within 14 days of the exhibition stand assemlby period	EUR 80.50	
10.	34099	Flat rate for modifications/additional fee for cancellation	EUR 80.50	

Required date of availability for ordered equipment:

<u>Please note</u> that it is essential to submit a plan drawing (form 6.4) for the provision of services. The above connections are tied to the voice carrier of Messe München; free choice of provider (call by call or preselection) is <u>not</u> possible.

Place, date			

Company stamp and legally binding signature of exhibitor

□ If you require further services/information, please give the name of the employee responsible at your company.

Name:

Phone:

p.t.o.

**ESC CONGRESS 2004** 

EUROPEAN SOCIETY OF

Munich, 28 August - 1 September

Fax:

# Terms of Business for Information and Communications Services

#### 1. Orders

The information and telecommunication services detailed overleaf are to be ordered exclusively through Messe München GmbH (MMG). Orders are subject to approval by MMG; this approval may also be implicit, e.g. in that the requested services are supplied.

The exhibitor is entitled to cancel an order for the information and telecommunication services detailed overleaf, either partially or entirely, on condition that notice of cancellation is received by MMG no later than three weeks prior to the opening of the fair or event. In all other cases, the contract can only be revoked with the written approval of MMG. MMG is not obliged to grant such approval. MMG will grant approval only on condition that the exhibitor pays 20% of the value of the contract (plus VAT) as a standard cancellation fee. If MMG can provide evidence that the costs incurred were greater than the amount of the standard cancellation fee, then MMG is entitled to invoice the exhibitor for the actual costs, rather than the standard cancellation fee. If the exhibitor can provide evidence that the costs incurred by MMG were lower, then the standard cancellation fee may be reduced accordingly.

If the exhibitor wishes to modify an order for services after it has already been fulfilled by MMG, in particular with regard to installations on the exhibition stand, then MMG is entitled to charge a modification fee of **EUR 80.50** plus VAT for each modification, on condition that MMG actually commits to carrying out the modification. An additional fee of **EUR 80.50** will be raised on late orders received within 14 days of the exhibition stand assembly period commencing.

#### 2. Period of Availability

The information and communication services ordered will be made available for the duration of the trade fair in question, as well as for six hours before the beginning and six hours after the end of the trade fair. If provision of information and communication services is required outside this period this additional availability must be ordered separately from MMG. These services will be charged additionally.

# 3. Assignment

All products and services ordered will be provided by Messe München GmbH or its designated subcontractors and will be assigned to exhibitors on a rental basis. If an exhibitor uses his own terminal equipment this must conform to the legal regulations currently in force, including the valid EU directives applicable to terminal equipment and the CCITT Recommendations, especially CCITT Recommendation i430. The analog lines provided are PBX extensions with a dial tone that differs from that of the public telephone network.

If an exhibitor fails to comply with this obligation and malfunctions occurr as a result, MMG shall be entitled in particular to demand reimbursement of the costs of analysing the malfunctions and for fault clearance from the exhibitor. MMG shall also be entitled to demand that the exhibitor immediately disconnects from the network the terminal equipment causing the malfunctions. For Internet accesses the network cards used in the exhibitor's PC must conform to the Ethernet specifications (IEEE 802.3). The IP addresses applied for from the MMG address range (Class C address) will be made available to the exhibitor with the order confirmation. The exhibitor may not under any circumstances use IP addresses other than those provided by MMG or modify the prescribed subnet masks. If an exhibitor fails to comply with this obligation and malfunctions occur as a result MMG shall be entitled in particular to demand reimbursement of the costs of analysing the malfunctions and for fault clearance from the exhibitor. MMG shall further be entitled to exclude from the LAN any exhibitors who despite previous warnings use IP addresses other than those assigned to them or who use subnet masks other than those prescribed for them and to demand reimbursement of the associated costs. In the event of network functionality being attacked or other attacks being carried out, MMG reserves the right to block the given connection on an either temporary or permanent basis.

If malfunctions occur in the PC of an exhibitor who has used IP addresses other than those assigned to him or has modified the subnet mask, MMG will clear the fault at the request and risk of the exhibitor at the MMG prices valid at the time of the trade fair.

At the request of the exhibitor MMG will configure the PC, if this is technically and operationally possible, at the exhibitor's risk and at the MMG prices valid at the time of the trade fair.

#### 4. Service Centre

A service centre has been set up on the exhibition site in case of faults. This service centre can be contacted under the number (+49 89) 9 49-1 16 66 during the following times:

Outside trade fairs and exhibitions and during dismantling times: Mon. – Thur. Fr. 8.00 to 17.00 8.00 to 15.00

During trade fairs and exhibitions:

The service centres are available to you during the opening hours of the trade fair in question and one hour before and one hour after the opening hours.

# 5. Liability

The exhibitor will be invoiced for the cost of replacing lost or damaged terminal equipment. The manufacturer's list price shall apply in case of doubt. Exhibitors bear the liability for the loss, damage or destruction of all communications equipment made available. If liability is conditional upon fault, it is the responsibility of exhibitors to provide evidence that they are not at fault. MMG bears the liability for intention and gross negligence. In the case of ordinary negligence, liability held by MMG is limited to the failure to comply with major contractual responsibilities, in particular failure to comply with principal responsibilities concerning the service to be provided. In the case of ordinary negligence, MMG is not liable for consequential loss, and liability is furthermore otherwise limited to three times the sum that the exhibitor has agreed to pay for information and telecommunication services, excluding late-order surcharges where applicable. The above-mentioned limits to liability do not override the third-party liability responsibilities of MMG.

If an order is received by MMG later than five weeks prior to the opening of the fair or event, then acceptance of the order does not imply that MMG assumes any responsibility for the proper and timely fulfilment of service provision. In such cases, should MMG fail to fulfil service provision or fail to fulfil service provision properly and on time, the exhibitor is only entitled to cancel the contract for the information and telecommunication services detailed overleaf, or to reduce the agreed remuneration accordingly. All further claims are excluded.

#### 6. Call Connections

All call connections listed in items 1 – 6 within the trade fair centre network, e.g. between trade fair stands or to trade fair service centres, are free of charge.

A charge of **EUR 0.11** plus VAT per tariff unit will be made for external calls. The tariff rates of DTAG (Deutsche Telekom AG) shall apply for the calculation of call charges.

The "meter reading" in the TC system of Messe München GmbH shall apply exclusively for the calculation of call charges (tariff units). The terms of business and description of services of external network operators (e.g. Deutsche Telekom AG) shall apply for their services and are an integral part of the contract.

#### 7. Return of Terminal Equipment

Terminal equipment will be taken back by Messe München GmbH on the last day of the dismantling time at the latest. If in an exceptional case the equipment is not taken back, the exhibitor must return terminal equipment still in his possession to Messe München GmbH and obtain a confirmation of receipt. In cases of doubt this confirmation of receipt will provide proof of return.

# 8. Connection Conditions

All connections/ equipment ordered will be provided exclusively by Messe München GmbH. The specified prices apply for provision in one-storeyed stands. In the case of multi-storeyed stands the price for provision shall apply only for installation on the ground level. The connection will be provided from the allocated point of connection in the utilities conduit to the required location at the stand. The connecting line must not be more than 12 m long; this also applies to the structured cabling for the connecting cable to the LAN. The exhibitor is required to make allowance for this when planning the stand. An extension of this connecting line is available on request. A special order is required for an extension of the connecting line or provision in the upper level of multi-storeyed stands. Connections for telephone, fax, modem, EURO-ISDN and for 2/4 wire connections will be provided using the RJ45 connection system (according to EIA/TIA). Private terminal equipment can only be used on the EURO-ISDN and fax/modem connection. Fibre-optic connections (single-mode, multimode) use the E2000 connection system. For applications requiring a transmission speed of more than 2 Mbit/s and for services that can only be carried out on the basis of special orders please contact our team of consultants to clarify the details early on.

Externally required communications connections may only be provided by the network operator as far as a central transfer point on the exhibition site stipulated by Messe München GmbH. The extension of these connections from the transfer point to the exhibitor's stand will be implemented exclusively by Messe München GmbH via the on-site network.

Messe München GmbH will then order the external connection path as far as the transfer point (e.g. from Deutsche Telekom AG).

Services provided by the network operator will be shown and charged separately.

Messe München GmbH will coordinate the provision of the complete connection.

#### 9. General Terms of Contract for the Exhibitors' Service Booklet

The General Terms of Contract for the Exhibitors' Service Booklet shall apply additionally.