



05. - 09. 03. 2008

D 1.2

Painting and Wallpapering for Standard Partitions

Hall	Stand No.
Exhibitor	

Order Form 2008

Exhibitor Service: Fax: +49(0)30/30 38-14 60 or 30 39-0 00 91 43; Phone: +49(0)30/30 38-14 00
E-Mail: aussteller-service@messe-berlin.de; **Post:** Messe Berlin GmbH, Ausstellerservice, c/o MB Capital Services GmbH, Thüringer Allee 12/12A, D-14052 Berlin
For queries: Phone: +49(0)30/30 38-13 20; Fax: +49(0)30/30 38-13 99; **E-Mail:** wilke@capital-facility.de

Application deadline: 19. 02. 2008

We hereby order the following equipment for hire for the duration of the event:

For additional details see the Technical Guidelines C 1 item 4.7.6.

Lessees will be advised of the deadline for submitting applications. If orders are placed after this date, the company carrying out the installation work cannot provide any guarantees that delivery and assembly will be carried out on time. If it is still possible to carry out the work under such circumstances, lessees will have to pay a **20 % surcharge** to cover the additional expense.

All the prices quoted are subject to statutory value-added tax. They apply for the duration of the event, and this period also includes assembly and dismantling.

By signing the order you acknowledge the stipulated conditions. In all cases, unless otherwise stated (see below), the invoice for the services will be presented to the company placing the order.

Wallpapering/Painting

Qty.	Ord. No.	Description	Price/m ²
Application and removing of woodship paper			
..... runn.mtr.	82578	Standard partitions and booth partitions × 2.5 m height = m ²	4.80 EUR
Painting of papered standard partitions and booth partitions			
..... runn.mtr.	82579	Painting of wall in white × 2.5 m height = m ²	3.50 EUR
..... runn.mtr.	82580	Painting of wall in mid-tone*) × 2.5 m height = m ²	4.00 EUR
..... runn.mtr.	82581	Painting of wall in full tone*) × 2.5 m height = m ²	4.50 EUR
Painting of facia (on both sides), incl. supports batten			
..... runn.mtr.	82598	Painting of facia in mid-tone*)	Price/runn.mtr. 4.00 EUR
..... runn.mtr.	82599	Painting of facia in full tone*)	Price/runn.mtr. 4.50 EUR

*) Please enclose sample of colour required.

Other painting work per hour (with proof of work): EUR 33.80/h

Messe Berlin – Contractual partner: Messe Berlin GmbH

Please note: For later alteration of invoices EUR 30.00 plus VAT will be charged in addition.

Name and address of exhibitor (if recipient of invoice):

.....

Name and address of recipient of invoice (if not identical with exhibitor):

.....

Contact on the stand:

Phone:

Telefax:

E-Mail:

.....

We are only ordering by order and on account of the exhibitor (services will be charged to the exhibitor).

Date:

Name of the customer (in block letters):

.....

As of: May 2007 / Subject to alteration / Legal venue and place of jurisdiction is Berlin-Charlottenburg

Legally binding signature and company stamp:

Installation Guide

Fax-No. +49(0)30/30 38 14 60 or 3 03 90 00 91 43

Hall	Stand No.
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Exact details avoid the need for further enquiries, save time and trouble and ensure punctual execution.

Space for sketch for disposition of technical installations required as listed overleaf.

Please indicate the position of your stand on the sketch (aisles, adjacent stands)

General Conditions of Hire of Messe Berlin GmbH

1. Conclusion of the agreement

(1) The following General Terms of Business and Conditions of Hire of Messe Berlin GmbH (in the following: Messe Berlin) apply to all hire contracts for construction services for standard partitions for which a charge will be made. Any conflicting conditions of the lessee are hereby repudiated. Any divergence from these terms and conditions, or ancillary agreements, are only valid if confirmed in writing by Messe Berlin.
(2) All orders for services must be in writing, considering the mentioned deadlines.

2. Details about the loan of items

(1) The lessee is aware that the standard partitions are usually used several times at exhibitions and may not always be new.
(2) They will only be made available for the agreed purpose and for the duration of the event. They are for the use of the lessee only at the agreed place of hire.
(3) No hired item may be transferred to third parties.
(4) The lessee should ascertain whether the hired items are in a suitable condition, safe to use and complete when they are handed over.
(5) By his acceptance of the items entrusted to his care the lessee acknowledges that they do not contain any defects, unless he immediately notifies Messe Berlin of such defects in writing.
(6) Execution of works or deliveries within the stipulated period of all items ordered from Messe Berlin will be made promptly, to ensure that the hired items are available at the start of the event.

3. Hire charges

(1) The charges as listed are net, subject to statutory value added tax, and valid for the duration of the event.
(2) The cost of delivery to and removal from the exhibition grounds, and for any assembly or dismantling that may be required, are included in the hire charge.
(3) The mentioned prices für wall papering do not contain the removal of woodchip paper after the conclusion of the event.

4. Terms of payment

Upon submission of the invoice the sum due, including statutory value-added tax if not otherwise stated in the invoice, is payable within 2 weeks to one of the accounts of Messe Berlin without deduction.

5. Cancellation, failure to make use of previously ordered hire items

(1) The lessee may withdraw from the rental agreement at no expense if notice of cancellation is received by the Messe Berlin at least two weeks prior to the start of the event. If notice of cancellation is given no earlier than two weeks and no later than seven days prior to the start, all of the actual costs incurred for work carried out up to the date on which notice is given must be paid for.
(2) If non-defective hire items cannot be handed over to the lessee on the agreed delivery date (usually three days prior to the start of the event), or if he does not take delivery of the items as agreed, the lessee shall be liable for payment of the full hire charge.

If another lessee can be found for the hire items that have not been collected, the original lessee shall only be required to pay 25 % of the invoice sum to meet additional as invoiced.
(3) The onus shall be on the lessee to prove that the lessor has not incurred the full or partial flat rate charges as invoiced.

6. The liability of the lessee

(1) The liability of the lessee for any damage to or loss of the items hired to him commences with the hand over and ceases with collection by the lessor after the end of the event at the latest.
(2) Liability also applies to the lessee's employees and to third persons, but not in cases of negligence on the part of Messe Berlin or its employees. Messe Berlin is only liable in cases of deliberate and malicious damage.
(3) In case of stands located next to the external walls of halls, lessors are obliged to ensure that the area are repainted in white. Any other paint residues will be removed by Messe Berlin at the lessor's expense.
(4) The lessee will be informed immediately if Messe Berlin finds any defects on the hired items being returned. Such statements will be considered acknowledged if the lessee does not contest them in writing within one week.

7. The liability of Messe Berlin

(1) Messe Berlin accepts no liability for any kind of personal injury or damage to property, unless such injury or damage is due to intent or gross negligence on the part of Messe Berlin or its employees.
(2) If Messe Berlin is delayed in providing its service it is only liable in cases of deliberate and malicious damage. This also applies in cases where it proves impossible to provide the required services.

8. Federal Data Protection Law (BDSG)

(1) In accordance with §§ 28 and 29 BDSG, personal data concerning our business associates will be stored and processed for the purposes of the contractual agreement.

9. Final provision

(1) The validity of the "General Terms of Business and Conditions of Hire" is not affected by the invalidity of any individual regulations or clauses.
(2) Only the German Version is legally binding.
(3) Provided no agreement has been made to the contrary the regulations contained in the Civil Code of the Federal Republic of Germany apply.
(4) The legal venue and place of jurisdiction is Berlin-Charlottenburg.

Messe Berlin GmbH, Messedamm 22, 14055 Berlin
Commercial Register HRG Amtsgericht Charlottenburg 92 HRB 5484
Board of Management: Raimund Hosch (Chairman), Dr. Christian Göke
VAT Id No. DE 136629714, Tax No. 453/04182