

Special Conditions for Services provided by Pave GmbH (Media and event equipment)



§ 1 Prices, invoicing and payment terms

- (1) The stated net prices are subject to VAT at the statutory rate applicable at the time of providing the service and apply for the whole duration of the event. They include delivery of the equipment and its collection after the end of the exhibition. The equipment provided is handed over to a person nominated by the customer immediately after assembly and instructions for use are given at the same time. This does not apply to individual offers that include support during the exhibition. The customer must comply with the instructions for use issued by pave GmbH.
- (2) Please note: The following surcharges will be made for orders and orders with incomplete information received less than 14 days before the start of the event:
Hire equipment/ material: 25%
Personnel (assembly, support etc.): 50%.
- (3) Extra transfer charges are payable for exhibitors based outside Germany who pay invoices by bank transfer. An additional fee of EUR 16.50 will be charged for international transfers outside the EUR (€) zone. This amount is not payable if the transfer charges are paid by the customer.
- (4) A processing fee of EUR 50.00 plus VAT at the statutory rate will be charged for issuing a new invoice due to incorrect information provided by the applicant (e.g. lack of a valid VAT ID, company name etc. for customers outside Germany). This fee will be included in the new invoice to be issued.
- (5) The usual rate of bank interest on arrears will be payable in the event of late payment of the amount invoiced.

§2 Services & hourly rates

- (1) Services provided during the exhibition that are not connected with a complaint (operation fault for which pave GmbH is responsible) will be charged extra. Services or additional services (e.g. advance deliveries specifically for assembly etc.) will be charged at EUR 45/hour.
- (2) The customer will receive an invoice on receipt of the order form. This invoice acts as confirmation of the order. The contract is then concluded with pave GmbH. The full amount of the invoice is payable before the start of assembly. For orders placed at short notice, provided these can be executed, the contract is also concluded by not later than the time of delivery of the equipment and the actual provision of the services. This order form is not an enquiry form, but constitutes an order if not canceled by pave GmbH.
- (3) If the full amount of the invoice not paid in advance or at the stated time, we reserve the right to collect any outstanding amount on the stand during the exhibition, when only cash payment is possible.
- (4) Delivery usually takes place the day before the event and dismantling directly after the end of the event. Earlier assembly/ later dismantling must be agreed separately and may be subject to extra cost.
- (5) Unless otherwise indicated, all the stated items are only provided on a hire basis. The hire goods are not suitable for use in the outdoor area.
- (6) The package offers are standard as stated, can be combined with each other and supplemented with individual items. Package services not required by the exhibitor cannot be deducted from the package price. Should we decide on the basis of the customer's requirement that the material contained in the packages is not suitable for the desired application purpose, we reserve the right not to provide our equipment.
- (7) If equipment is to be wallmounted, a sufficiently strong wall panel must be provided by the customer.



§3 Damage & liability

- (1) Our equipment conforms to the latest state of the art. Nevertheless, we cannot guarantee completely fault-free operation of the systems used. We therefore do not accept any liability for possible damage caused by failure of the systems. Claims for damages cannot be asserted. We recommend the use of back-up or redundant systems if required.
Special clause for plasma displays: To avoid burn-in effects with plasma displays, mainly moving picture sequences should be shown. Logos or graphics must not be used as still pictures for longer than five minutes. Slight burn-in effects can be cleared by permanent operation with a white image. For displays with such a slight burn-in effect, a fee of EUR 150.00 per day will be charged for repairing the damage (time required: usually 5 – 7 days)
- (2) The hirer (customer) is liable for all damage caused to the hired equipment. The hire charge does not normally include insurance.
- (3) If the hired equipment is returned late, the full daily rate will be payable for each day or part day.
- (4) Any missing or damaged hire goods will be charged at the cost of replacement. The hirer's liability for the hire goods commences on delivery and ends on collection by pave GmbH (even if the hirer has already left the stand), but not later than up to 24 hours after the end of the exhibition.
- (5) We cannot guarantee the proper functioning of the customer's own feeder systems. We also accept no guarantee for the smooth running and high-quality of presentations, videos, animations, etc. if these are not provided by us. Please send us a test version in advance.
We'll be pleased to advise.
- (6) Unforeseen occurrences (e.g. strike, lockout, accident damage, traffic conditions, operational disturbances, etc.) beyond the control of pave GmbH, regardless of whether at pave GmbH or at one of our suppliers, entitle pave GmbH to withdraw from the hire contract under exclusion of claims for damages by the hirer.
- (7) Claims for damages by the customer, hirer or third parties due to failure/partial failure of the hire goods, force majeure or direct or indirect damage to financial assets, property or persons are excluded, also against our staff or persons appointed by us. The hirer accepts unlimited liability for the hired equipment and all accessories during the hire period, including for accidental damage and for incorrect handling and operation. pave GmbH does not confirm that equipment returned is free of faults and expressly reserves the right to subsequently inspect the equipment in detail.

§4 Cancellation of order

pave GmbH must be notified in writing if the event or individual parts of the event is/are canceled. The following cancellation fees will be payable: no fee if notification is made up to 8 days before the event, 50% of the net amount of the order for cancellation 7 days before the start of the event, and the total net amount for cancellation 2 days before the start of the event.

§5 Safety regulations

The customer is expressly responsible for compliance with the applicable safety regulations (Venue Regulations VstättV, Fire Prevention Regulations, Technical Regulations, etc.), unless pave GmbH is explicitly appointed as responsible for compliance with the safety regulations and the preparation of a safety concept.

§6 Final provisions

- (1) Amendments to this contract shall be made in writing. If a provision of this contract becomes void, this shall not affect the effectiveness of the remaining provisions.
- (2) The place of jurisdiction and fulfillment, including for debt recovery proceedings, is Nuremberg for both parties.