



GENERAL TERMS AND CONDITIONS OF CONTRACT (Annex C) INTERNATIONALES AMTSSITZ- UND KONFERENZZENTRUM WIEN AKTIENGESELLSCHAFT

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1 Introduction

1.1 SCOPE

These General Terms and Conditions of Contract apply to all agreements between Internationales Amtssitz- und Konferenzzentrum Wien, Aktiengesellschaft (hereinafter referred to as "IAKW-AG") and its contractual partners except as otherwise agreed in writing.

2 Subject of agreement

2.1 Use

The rooms and other facilities of the Austria Center Vienna are let on the terms and conditions agreed between the parties. They may only be used in accordance with the terms and conditions agreed, and by the authorised party, and only at the agreed times and for the agreed purpose. The use of the rooms and other facilities is the exclusive responsibility of the contractual partner. The contractual partner must without exception ensure full compliance with all statutory and regulatory requirements governing use of the space.

2.2 Changes and orders at short notice

To ensure that everything functions smoothly, IAKW-AG requests the contractual partner to give notice of any additional services required no later than 6 working days before the event takes place. In the event of later notification, IAKW-AG reserves the right to unilaterally change the terms of the agreement by charging the contractual partner for any additional expense so caused.

2.3 Alternative facilities

IAKW-AG is entitled to provide the Contractual Partner with the use of suitable alternative facilities, in the event that rented facilities become unusable or on other significant operational grounds. Any additional costs related to the provision of suitable alternative facilities are borne by IAKW-AG.

3 Charges, taxes and duties

3.1 Charges for hiring IAKW-AG's facilities

The charges for hiring IAKW-AG's facilities are calculated in the **Programme and Cost Schedule (Annex A)** on the basis of the prices contained therein.

The hiring charges shown in the **Programme and Cost Schedule (Annex A)** are fixed prices if the prices on which the offer was based are those of the year in which the event takes place.

In all other cases the prices in the **Programme and Cost Schedule (Annex A)** are subject to adjustment for inflation in the following year, on the basis of the consumer price index 2020 (base year 2020) published by Statistics Austria or any index replacing that index. The basis of the adjustment is the average index published by Statistics Austria for the year for which the most recent price basis was agreed. In the year in which the event takes place the published monthly index for the month in which the event takes place is used. If at the time the invoice for the event is prepared, the index for the month in which the event took place is not yet available, the most recent published monthly index available at the time the invoice is prepared will be used. Index increases of up to two percentage points shall be disregarded. Index increases exceeding two percentage points shall raise the charges by the full index increase. Decreases in the index are disregarded.

3.2 Taxes and duties

The charges agreed under [section 3.1](#) do not include the applicable value added tax, stamp duty and other duties.

4 Payment

4.1 Payments

The contractual partner undertakes to pay the agreed amounts in full by the respective due dates.

4.2 Final settlement

The final invoice, showing any amount still outstanding is payable within 2 week of receipt, except as otherwise provided in the agreement.

4.3 Late payment

4.3.1 Open liabilities

If the contractual partner fails to pay one of the amounts specified in [section 4.1](#) above in full by the due date for the final deposit payment, then IAKW-AG shall be entitled to deny the contractual partner and third parties associated with the event specified in the **agreement**

access to the ACV. IAKW-AG's entitlement to payment of the amounts remains unaffected.

4.3.2 Late payment interest

In case of default of payment, the contractual partner is obliged to pay default interest in accordance with Section 456 of the UGB (Austrian Commercial Code).

4.4 Allocation of payments

Payments made by the contractual partner to IAKW-AG are generally credited against the receivables for which the contractual partner earmarks them. In the absence of specific instruction, IAKW-AG may allocate them as it sees fit.

4.5 Bank details

Payments shall be made in euro to the accounts specified in the **agreement** free of charges to the recipient.

4.6 Invoice address of the contractual partner

Invoices (for deposits, payments on account or final accounts) may be issued by IAKW-AG at any time using the contractual partner's contact details as set out in the **agreement**. Invoices for third parties shall only be issued in case IAKW-AG consents to such procedure. If invoices are issued to third parties the contractual partner's liability for any outstanding payments so invoiced shall remain unaffected. The contractual partner's liability is only discharged upon receipt by IAKW-AG of the invoiced amount. An instruction given by the contractual partner to a third party to make a payment to IAKW-AG is therefore ineffective as payment of the debt.

4.7 Invoicing

Invoices are issued electronically only (by e-mail). Should a postal invoice be required, the contractual partner must contact fa@acv.at.

5 Provision and performance of services

5.1 Information concerning the event

The contractual partner shall provide IAKW-AG with specific information on the type and schedule of the event no later than four weeks before the event is held. For this purpose, the contractual partner receives the **Checklist (Annex D)**, which contains the information required for the implementation of the event as well as the deadlines for notification. The contractual partner undertakes to comply with the deadlines in the **Checklist (Annex D)** otherwise the efficient organisation and implementation of the event cannot be guaranteed.

5.2 Request by the contractual partner for services

Should the contractual partner make changes to the services required and agreed, or require additional services, IAKW-AG will submit a revised **Programme and Cost Schedule (Annex A)** to replace the originally agreed offer. Unless the contractual partner rejects the revised offer within 5 working days, the revised **Programme and Cost Schedule (Annex A)** shall be irrevocably deemed to have been accepted. Where the submission of a revised **Programme and Cost Schedule (Annex A)** is not possible, or where for a conference that is already in progress additional facilities or services are required, IAKW-AG will charge for the facilities and services provided, even though they were not included in the original offer.

5.3 Standards

The equipment and furnishings, and the organisation of the event must be consonant with the standards and reputation of the ACV.

5.4 Other events

IAKW-AG reserves the right to permit other events of any kind whatsoever to be held at the ACV at the same time as the event which is the subject of this agreement.

5.5 Presence of contractual partner's staff

The contractual partner must ensure that appropriate responsible staff are present throughout the event.

The contractual partner's responsible staff shall be deemed to be authorised to accept instructions or other complaints and explanations from the responsible authorities and IAKW-AG with binding effect for the contractual partner.

5.6 Care of the contracted facilities

All the facilities made available (rooms and other areas, technical equipment, etc.) must be used only for the purpose for which they are intended and be treated with due care and attention. After the end of

the event they must be returned in the same condition as they were in before they were used.

5.7 Alterations

Alterations to the facilities, technical equipment, fixtures and furniture require IAKW-AG's permission.

5.8 Breakdown

Breakdown must be performed competently and completed by the contractually agreed deadline, otherwise IAKW-AG shall be entitled to have all items that have been brought onto the premises removed and put into storage at the contractual partner's risk and expense, regardless of ownership.

5.9 Access rights

Official inspectors, representatives of responsible authorities and employees and representatives of IAKW-AG must be granted access to the halls, rooms and other areas in question at all times. Furthermore, employees of IAKW-AG have the right to conduct site inspections with prospective clients in the areas that are covered by the contract at any time.

5.10 Insurance

The contractual partner takes note of the fact that IAKW-AG has taken out liability insurance (event organiser's liability policy) with coverage of EUR 50,000,000 per claim (personal injury and damage to property other than damage to goods in the care, custody or control of the insured or of goods being processed) on the contractual partner's behalf; the cover is subject to the insurance terms and conditions applicable in Austria. A reasonable share of the premium shall be charged to the contractual partner as payment for an additional service provided by IAKW-AG. Any required coverage in excess of the above amount must be agreed with IAKW-AG.

5.11 Use for the wireless internet hotspots (internet access)

IAKW is only able to make bandwidth available for the wireless internet (WiFi) network; the transmission rate and the extent of coverage are dependent on the level of use of internet backbone capacity, the transmission rates of the websites visited and the number of users at the respective hotspot.

The WiFi network does not include a firewall or anti-virus protection. IAKW's contractual partners acknowledge that owing to the nature of the system, internet use and data transmission via WiFi connections are associated with increased dangers and security risks. The protection of end devices against viruses, spam and similar threats is the responsibility of the user.

Data traffic between the user's end device and the hotspot is not encrypted. As a result, all data may be accessed by third parties.

For security reasons, hotspot users will be disconnected from the internet after a reasonable period of time (session timeout). If the user's end device is inactive, the connection may be interrupted after a few minutes. A device is deemed to be inactive if there is no data traffic between it and the hotspot.

The contractual partners of IAKW must ensure that the end devices used by event participants and the software installed on such devices are free of viruses and malware. The respective contractual partner shall be fully liable for any direct or consequential damage suffered by IAKW as a result of such viruses or malware.

IAKW contractual partners and event participants are prohibited from using or causing WiFi access to be used inappropriately, or using such access to commit unlawful acts or criminal offences. In the event of any such infringements, IAKW reserves the right to suspend WiFi access immediately. Should any claims be brought against IAKW by third parties in relation to actions taken and/or caused by IAKW contractual partners or event participants in the course of their use of the hotspots, the respective IAKW contractual partner shall fully indemnify and hold IAKW harmless with respect to such claims.

Otherwise, the relevant statutory provisions shall apply, in particular the *Telekommunikationsgesetz* [Telecommunications Act] 2003, *E-Commerce-Gesetz* [E-commerce Act], *Datenschutzgrundverordnung* [General Data Protection Regulation] and *Datenschutzgesetz* [Data Protection Act].

5.12 Use of the safe

If the contractual partner uses the safe provided by IAKW-AG, IAKW-AG accepts no responsibility for the loss or theft of cash or valuables. Where appropriate, the contractual partner should arrange separately for insurance. [Section 9](#) remains unaffected by this provision.

6 Activities of the contractual partner that are specifically prohibited or require authorisation

6.1 Bring items onto the premises

The time and method of all deliveries, and any storage, must be agreed in advance.

Items (particularly machinery) brought in by the event organiser and/or put into operation on the premises must be safe to operate and must comply with the relevant Austrian regulations. IAKW-AG is entitled, but not obliged, to arrange for inspection by an expert at the contractual partner's expense and/or, in case of doubt, to turn off equipment or demand its immediate removal. In the event of failure to remove the equipment, IAKW-AG is entitled to carry out such removal itself at the contractual partner's expense.

Fixed installations, display tables, display cases and similar must be secured so that they cannot be knocked over, and so that circulation routes leading to the exits remain unobstructed and are at least 2.5m wide.

Event equipment must be secured in order to prevent unauthorised access and ensure that it cannot be knocked over.

6.1.1 Fire protection

All items brought onto the premises must comply with the applicable fire safety regulations.

Easily flammable materials, materials that drip when burning or produce toxic gases and/or smoke – e.g. expanded polystyrene (Styropor), PVC, etc. – may not be used. As a minimum, stands must conform to c-s2, d0 classification and flooring to Cfl-s2 classification according to the EN 13501-1 standard. Decorations must be difficult to ignite according to the ÖNorm B 3822 standard. Curtains and drapes must conform to category 2 according to the ÖNorm EN 13773 standard. Furniture coverings, taking any filling into account, must be difficult to ignite in accordance with the ÖNorm B 3825 standard; seating surfaces and backrests made of category D wood and wood-based materials are permitted.

Broad-leaved and coniferous trees and other plants may only be used as decoration with damp root balls or if they are freshly cut.

Corresponding documentation must be kept available at all times in case of any enquiries. If documentation is not present, at the discretion of IAKW-AG further use can be forbidden and immediate removal at the cost of the organiser may be demanded. Scenery must – taking into account its design, layout and use – be constructed so that its flammability is effectively limited.

Electrical appliances (radiators, cookers, etc.) must be set up on a non-combustible surface in order to prevent dangerous heating of the surrounding area.

The use of wastepaper baskets and refuse containers made from combustible materials is prohibited.

Smoking and naked flames, as well as all items and liquids that carry a fire risk, are prohibited in all areas and rooms, including storage and packing rooms.

Gels for spotlights must be made of material that is classified as non-combustible or difficult to ignite, with low smoke formation and no drop formation. Areas where spotlights will be set up must be secured to prevent unauthorised access (e.g. with a cordon and appropriate sign).

6.1.2 Podiums

Podiums must have a load capacity of at least 5 kN/m² (500kg/m²). A certification by a qualified expert of the load capacity and professional construction of the podium must be submitted to the City of Vienna's Municipal Department 35-V, at the latest at the acceptance inspection. Loads must be spread as equally as possible, and secured against rolling, sliding or toppling over. Additionally, no objects may extend over the edge of the platform or be leant against a wall.

6.1.3 Danger of overcrowding

In case of serious congestion, a regulated circulation path for event visitors must be established by setting up direction signs and its observance monitored. If there is a danger of overcrowding, admission to the event must be temporarily suspended.

The organiser must ensure that the number of persons in each individual area of the event does not exceed the area's maximum permitted capacity. Due to construction work and/or the event-related installations, a reduction of the maximum permitted capacity is possible.

6.2 Activities requiring authorisation

The following activities require the express prior authorisation of IAKW-AG and are otherwise prohibited:

6.2.1 Food and beverages

The contractual partner is not permitted to bring food and beverages onto the premises for service.

6.2.2 Advertising

All advertising activities by the contractual partner must be authorised by IAKW-AG in advance. This applies in particular to posters and programmes. Only the title authorised by IAKW-AG may be used to announce an event.

6.2.3 Sale and distribution of goods

The sale or distribution of goods, printed materials, food or other items requires IAKW-AG's authorisation. The contractual partner must obtain all necessary official permits and is responsible for the payment of all taxes and duties. In the event that direct claims are made against IAKW-AG, the contractual partner shall hold harmless and indemnify IAKW-AG.

6.2.4 Activities associated with fire hazards

In principle, hot work is not permitted and may only be carried out in exceptional cases with documented special permission following consultation with the commander of the in-house fire service.

7 Official approvals and permits, and special regulations

7.1 Notifications, official approvals, permits and inspections

The contractual partner is responsible for obtaining and organising any official approvals, permits and inspections necessary, for furnishing evidence of compliance with the requirements, and for paying any applicable taxes and fees. This applies also to notification to the relevant copyright collecting societies and licensing agencies (e.g. AKM [Austrian Society of Authors, Composers and Music Publishers]). Attention is expressly drawn to the special regulations applicable to events, i.e. the Wiener Veranstaltungsgesetz 2020 [Vienna Events Act 2020] (LGBI. Nr. 53/2020) as amended.

The Contractual Partner undertakes to comply with the applicable statutory requirements, in particular the safety regulations contained therein, including in cases where the event is not expressly subject to the Vienna Events Act 2020. IAKW-AG must be furnished with evidence of compliance with all applicable official regulations and permits in good time.

7.2 Special regulations

Wheelchair users (and any accompanying persons) must be informed of designated escape routes for them by the contractual partner before the event commences.

7.3 Inspections

For public events as defined by the Wiener Veranstaltungsgesetz 2020 [Vienna Events Act 2020]: The contractual partner is obliged to conduct the necessary inspections according to § 26 para. 4 Wiener Veranstaltungsgesetz 2020 [Vienna Events Act 2020].

7.3.1 Fire wardens during events

The presence of fire wardens at events subject to the provisions of the Vienna Events Act is mandatory for public events with more than 200 persons per lecture room. 2 fire wardens per 1,000 persons are required. For safety reasons, we recommend compliance with the same safety standards even if the event is not subject to the above legislation.

8 Partner enterprises, recommended suppliers

8.1 The contractual partner's subcontractors and agents

The contractual partner undertakes to use professionally qualified personnel and subcontractors exclusively. The contractual partner must inform IAKW-AG whether subcontractors will be used for the event and provide IAKW-AG with the names of such subcontractors. IAKW-AG's General Terms and Conditions of Contract apply to the contractual partner's subcontractors.

Services of subcontractors engaged by the contractual partner may only be provided on the ACV's premises during the period specified in the relevant agreement.

8.2 IAKW-AG partner enterprises

IAKW-AG has concluded agreements with certain partner enterprises set out in the **agreement**. The contractual partner may use as

subcontractors for the activities specified only those partner enterprises listed in the agreement.

8.3 Recommended suppliers

IAKW-AG has concluded **agreements** with certain suppliers listed in the **agreement**, and recommends the use of their services to the contractual partner.

8.4 Photography & Film

IAKW-AG reserves the right to take photographs and to shoot films for marketing purposes in the rooms and facilities being used by the contractual partner.

9 Liability

9.1 Risk of the contractual partner

The contractual partner bears all the risks of the entire event, including during preparations, build-up, the event itself, and breakdown. The contractual partner shall in particular bear the risk of:

- a) technical defects and interruptions to utility services (electricity, gas, water, etc.), insofar as compensation claims by the contractual partner against IAKW-AG are excluded and the contractual partner is still obliged to pay the charges, unless the contractual partner can prove that such defects and interruptions were not caused by itself or by persons for whom it is responsible under **section 9.2**.
- b) damage to the building or other property provided by IAKW-AG caused by the contractual partner or by persons for whom it is responsible under **section 9.2** so that the contractual partner is obliged to pay the full amount of the charges notwithstanding such damage, and is also liable to make good the damages; and
- c) damages incurred by IAKW-AG due to wrongful use of the internet connections made available to the contractual partner; the contractual partner shall indemnify IAKW-AG for any such damages.

9.2 Liability of the contractual partner

The contractual partner shall be liable for all damages, including consequential damages, caused by the contractual partner or its personnel or agents and also by all visitors and guests during the event. This shall, in particular, apply to:

- a) damage to buildings and inventory due to the event.
- b) damage occurring while bringing in goods and equipment, or during build-up and breakdown work.
- c) all the consequences of exceeding the agreed maximum attendance or of an inadequate number of security staff on the premises.
- d) damages arising from vacating the premises either late or in breach of contract, and in particular damages occasioned by IAKW-AG's inability to let the facilities or by its ability to do so only at a lower rent, including compensation for damage to reputation and creditworthiness.
- e) damages occasioned by the entitlement of a third party in a contractual relationship with IAKW-AG to claim damages from IAKW-AG due to a breach of contract committed by the contractual partner, including in particular any expenses incurred by IAKW-AG in defending or otherwise resisting such claims.

In all other cases the risks are borne as provided by the applicable statutory regulations. Cancellation of the contract by the contractual partner for reasonable cause on the grounds of the events set out in **section 9.1 (a) and (b)** is not permissible.

It is expressly agreed that the entire event covered by the **agreement**, including all activities for which the contractual partner or third parties for which it is responsible, including partner enterprises, recommended suppliers and exhibitors, etc., who receive access to the ACV under this agreement, is the sole responsibility of the contractual partner. The contractual partner is therefore responsible for the entire organisation, including all deliveries and build-up work, and all breakdown and removal work, such that any claims by the contractual partner against IAKW-AG are excluded, and the contractual partner undertakes to hold harmless and indemnify IAKW-AG against any related third party claims.

9.3 Liability of IAKW-AG

IAKW-AG's liability is restricted to liability under the statutory provisions; liability for ordinary negligence with respect to damage to property is excluded.

IAKW-AG accepts no liability for any services provided by the specified partner enterprises or recommended suppliers, or for the services of other contracting parties.

9.3.1 Public safety

IAKW-AG assigns to the contractual partner the responsibility for public safety obligations in connection specifically with the event. The contractual partner is entitled to take its own safety precautions independently. The *Strassenverkehrsordnung* [Road Traffic Code] applies. It should be noted that no vehicles may stop anywhere in front of the exhibition halls (Level -2).

9.3.2 Duty of care towards third parties

The **agreement** creates no duties of care towards guests and visitors of events, or the contractual partner's personnel, agents or subcontractors.

9.4 Claims against IAKW-AG

Any claims by the contractual partner against IAKW-AG must be made in writing within six months of the date of the final account [section 4.2](#) for the event in question, and in all events no later than nine months after the event has finished. Later claims shall be out of time.

10 Withdrawal from the agreement and cancellation

10.1 Withdrawal by IAKW-AG

10.1.1 Immediate cancellation

The IAKW-AG is entitled to rescind the agreement with immediate effect if the building or other areas are wholly or partly unavailable for reasons for which the contractual partner is responsible or due to force majeure.

10.1.2 Withdrawal after a grace period

IAKW-AG is entitled to rescind the agreement after having granted a reasonable grace period of no more than 14 days where:

- the contractual partner is in default of its financial obligations;
- the required official permits have not been submitted to IAKW-AG or have not been obtained, or the authorities concerned prohibit the event;
- it comes to the knowledge of IAKW-AG that the planned event contravenes the agreements or any statutory provisions, or that there is a risk of a breach of the peace, or a threat to public order or safety; or
- the contractual partner is in arrears with payments by more than 30 days in respect of prior agreements.

The rights of withdrawal pursuant to section 10.1.2 (a) to (c) shall extend to the relevant separable parts of the agreement, or at IAKW-AG's discretion, where significant separable parts are affected, to the entire agreement. The right of withdrawal pursuant to section 10.1.2. (d) shall extend to the entire agreement.

10.1.3 Payments on account

Where IAKW-AG justifiably withdraws from the contract for reasons for which the contractual partner is responsible, any payments on account already made by the contractual partner shall be forfeit. Claims in excess of such amounts shall remain unaffected.

10.2 Withdrawal by the Contractual partner

10.2.1 Right of withdrawal

The contractual partner is entitled to withdraw from the entire **agreement** with IAKW-AG, or to cancel bookings of individual facilities or other services provided by IAKW-AG at any time before the start of the event. After the start of the event withdrawal is no longer possible.

10.2.2 Cancellation charges

In the event of withdrawal from the **agreement** or parts of the **agreement** in accordance with [section 10.2.1](#), the contractual partner must pay cancellation charges as follows. Cancellation charges are calculated separately for the facilities and for other services.

10.2.3 Cancellation of booked facilities

If the withdrawal under [section 10.2.1](#) relates to a room or other area, the cancellation charge shall be the following percentage of the net rental:

- 25% if the withdrawal is notified up to 18 months before the start of the event;
- 50% if the withdrawal is notified up to 12 months before the start of the event;
- 75% if the withdrawal is notified up to six months before the start of the event; and
- 100% thereafter.

If the facilities are rented for a period of more than 14 days, the cancellation fee is calculated as a percentage of the gross room or

space rental. The stamp duty for the space rental must be paid in full, irrespective of when the cancellation is made.

10.2.4 Cancellation of other services

If withdrawal under [section 10.2.1](#) relates to an additional service provided by IAKW-AG, the Contractual Partner will pay IAKW-AG 50% of the net charge for the service concerned as a cancellation fee in the event of withdrawal less than three months before commencement of the event. If the Contractual Partner rents facilities for a period of more than 14 days, the cancellation fee for other services is calculated as a percentage of the gross price of the service that the Contractual Partner cancels. Any stamp duty for the service concerned must be paid in full, irrespective of when the cancellation is made or the duration of the rental.

In all cases of withdrawal, any deposit paid for the service will be forfeited; however, it will be credited against any cancellation charges due.

In the event of timely and full payment of the cancellation fee by the Contractual Partner, IAKW-AG may not enforce any claims for damages resulting from withdrawal by the Contractual Partner.

10.3 Force majeure

Force majeure is defined as an event or circumstance that does not occur with any particular degree of regularity, that demonstrably obstructs the affected party in the fulfilment of its obligations arising from the contract and, as far as the affected party is concerned, is

- beyond the affected party's reasonable control,
- not reasonably foreseeable at the time of conclusion of the contract,
- and the effects of which could not have been averted or resolved by exercising reasonable care.

Unless proven otherwise, the following events are deemed to be force majeure events: war, acts of terrorism, military occupation, natural disasters and extreme natural events, epidemics or pandemics, disruption of essential utility supplies (electricity, water, wastewater or heating), and extended disruption of transport services (air and rail transport).

Force majeure must be proved by the contractual party which claims that a force majeure event has occurred. The party that enforces claims on the grounds of force majeure must immediately notify the other party of the event or circumstance concerned. The occurrence of a force majeure event or circumstance releases the affected party from its obligations under the contract. In any event, the contractual parties are obliged to take all reasonable measures to limit the effects of the event for which claims are enforced to the greatest possible extent.

10.3.1 Covid-19

It is hereby expressly agreed that the Covid-19 pandemic no longer represents a force majeure event, as the aforementioned characteristics of irregularity and unforeseeability no longer apply to the Covid-19 pandemic after a duration of more than 20 months. Therefore, the continuation of the pandemic alone does not represent grounds for withdrawal from the contract. The contractually agreed event will take place in accordance with the pandemic-related legislation, regulations and ordinances (e.g. compulsory wearing of FFP2 masks, social distancing, requirement to provide proof of vaccination or a negative test result, etc.) applicable at the time of the event.

Withdrawal from the contract without obligation to pay the cancellation fee is only permitted if the staging of the event at the contractually agreed time is prohibited due to a ban imposed by the Austrian Parliament, or if entry into Austria is not possible as a result of a Covid-19 travel warning for the country or due to the interruption of air traffic.

10.3.2 Stamp duty

In any event, the stamp duty due for conclusion of the contract must be paid by the contractual partner of IAKW-AG.

11 Duties, taxes and fees

11.1 Stamp duties

The contractual partner shall be liable for all stamp duties arising from the **agreement**.

11.2 Other taxes and fees in connection with events

Except as otherwise agreed, the contractual partner shall be responsible for notifying and paying all other taxes and fees. Should any direct claims be brought against IAKW-AG for such payments, the contractual partner shall hold harmless and indemnify IAKW-AG.

12 Miscellaneous provisions

12.1 Form

Any modifications and additions to the **agreement** and any declarations made by reason of the **agreement** must be made in writing, but need not be signed unless special provisions relating to procedures and form are specified in the **agreement**. Modifications, additions and declarations made by e-mail and fax are deemed to be in writing.

If time is of the essence (e.g. during an event), an oral notification to the contractual partner or responsible agent shall be sufficient. In addition, it is an irrebuttable presumption that the contractual parties do not wish to depart from this requirement of written form. For the avoidance of doubt, this requirement of written form is in no way in conflict with the provisions governing compensation for services wrongfully used.

12.2 Jurisdiction

The parties agree that the exclusive place of jurisdiction shall be the competent commercial court in Vienna.

12.3 Applicable law

This **agreement** and all questions concerning its effectiveness are subject to Austrian law exclusively, to the exclusion of Austria's conflict of laws rules where these would lead to the application of foreign law and of the United Nations Convention on Contracts for the International Sale of Goods.

12.4 Authentic text

If this agreement is translated from German into other languages, the German version shall be the only binding version.

12.5 Place of performance

Vienna shall be the place of performance and payment for all liabilities arising for whatever cause.

12.6 Delivery and service

All written documents may be delivered with legal effect by using the contractual partner's contact details. The contractual partner bears the mail delivery risks. IAKW-AG must be notified of all changes in the contractual partner's contact details.

12.7 Offsetting

The contractual partner may not offset any claims it may have against amounts due to IAKW-AG, nor withhold payments on the grounds of any claims it may have against IAKW-AG.

12.8 Assignment

The contractual partner may not assign, in part or in whole, for consideration or otherwise, any rights and claims to which it is entitled (in particular rights under rental agreements) to third parties, nor allow them to exercise the same without the written authorisation of IAKW-AG. Even if the assignment of rights, etc. is authorised, the contractual partner shall be jointly and severally liable with the third party for all obligations to IAKW-AG.

12.9 Laesio Enormis (gross disparity) and contesting of errors

Both contractual parties hereby waive their rights to rescission of contract on the grounds of disparity in the real value of the agreement of more than half and their rights to contest this **agreement** on the grounds of error.

12.10 Notification of third parties

The contractual partner hereby consents to the notification and disclosure of the title and duration of the event, and the company name and address of the organiser and its representatives, if any, to the following organisations for statistical purposes:

- a) International Congress and Convention Association;
- b) Austrian National Tourist Office;
- c) Vienna Tourist Board.

12.11 Partial invalidity and severability

Should one or more sections of these general terms and conditions be invalid, this shall not lead to the invalidity of the remaining sections. Should a provision be ineffective, it shall be retained in a version conforming to its purpose to the extent permitted by law.

12.12 Contents of Agreement

Any documents transmitted to the Contractual Partner shall only become integral parts of the Agreement if their inclusion is expressly agreed in the Agreement. Otherwise, transmitted documents are for the purpose of information only and shall not give rise to any liability on the part of IAKW-AG.

The Contractual Partner agrees to comply with the house rules posted in the Austria Center Vienna, including the rule that local residents must not be unreasonably disturbed by events.

12.13 Special provisions

In individual cases, special provisions may be included in the **Agreement**.

13 Guidelines for technical installations and decorations

The following technical guidelines shall only apply where the contractual partner has hired rooms and facilities for exhibition purposes.

An exhibitor in the meaning of these technical guidelines shall mean every exhibitor who is active on the ACV's premises by reason of the event described in the **Agreement**. Where the exhibitor is not the Contractual Partner, the Contractual Partner is obliged to require each exhibitor to comply with these technical guidelines and ensure compliance. The Contractual Partner shall, in particular, ensure that these technical guidelines are complied with in actual practice, and shall be liable to IAKW-AG for any damages arising from non-compliance.

13.1 Stand assembly and other fixed installations

13.1.1 General

IAKW-AG makes the stand area allocated to the exhibitor or contractual partner available completely without structures, equipment, furnishings or any other technical support equipment. The exhibitor or contractual partner is responsible for the assembly, equipment and furnishing of the stand.

The construction and furnishing of the stand is at the exhibitor's or contractual partner's discretion, subject always to IAKW-AG's regulations and instructions with regard to safety, permitted furnishings and general appearance.

Exhibitors or contractual partner's wishing to construct their own pavilions on IAKW-AG's premises must obtain the permission of the Baupolizei (building inspectors). The proposed location, construction and design of such structures must be agreed with IAKW-AG before application to the building authority.

As a minimum, stands must conform to c-s2, d0 classification and flooring to CfI-s2 classification according to the EN 13501-1 standard.

IAKW-AG accepts no liability for the safety of the design and construction of exhibition stands and the equipment contained therein.

Any requirements for alterations to the structure, furnishings and equipment of the stand and any special operating requirements imposed in the interests of public safety by the authorities during the official inspection must be complied with by the exhibitor or contractual partner promptly, before the start of the event, and at the latest before the subsequent final inspection.

13.1.2 Stand design and approval procedure

Immediately upon allocation of their stand area, exhibitors or contractual partner are obliged to inform themselves and, if necessary, the stand assemblers, of the location and size of all installations, particularly fire alarms, electric junction boxes, water supplies and drains, pillars, etc., in the vicinity.

Stands which have not been approved or do not comply with the technical guidelines are not permitted and must be removed or modified.

13.1.3 Guidelines for stand assembly and other fixed installations

All entrance and exit doors to the halls, passageways, staircases emergency exits and escape routes in particular, etc., must be kept completely free and unobstructed at all times.

Fire safety equipment such as portable fire extinguishers, fire alarms and hydrants must be visible and accessible at all times. Fire safety equipment may neither be obstructed nor enclosed by structures.

In particular, fire, smoke and heat detection installations forming parts of the fire alarm system must not be obstructed by fixed structures and stored items. A space of 0.5m beneath and to the sides of these installations must be kept clear at all times.



Stands may be constructed using the exhibitors' own material, as described in [section 13.1.1](#). It is not permitted to drill, screw or hammer nails into the building's walls, ceilings, floors or pillars. Stands and exhibits may not impose loads on walls, pillars, windows or doors nor may adhesives be used on them.

The hanging of lightweight suspended ceilings, advertisements, banners and light fittings, etc. is not possible in all exhibition areas, and is subject to a written request and the approval of IAKW-AG. The necessary wall or ceiling mounts from which to hang such items must be installed by IAKW staff or their assistants. The exhibitor or contractual partner bears the costs incurred.

Spaces created as a result of fixed installations (exhibition stands, booths, display walls, etc.) that are not open to event visitors must be accessible to supervisory staff and may not be used for storage.

Pillars may be covered up to the maximum permitted construction height, provided that they are not damaged in the process. Combustible materials such as jute, crepe paper, cardboard, corrugated cardboard, reed mats or flammable plastics may be used neither to construct nor to cover stands, nor for decorative purposes.

All items brought onto the premises must comply with the applicable fire safety regulations.

In the aisles of the exhibition space, either special protective measures must be taken during build-up and breakdown, or otherwise special care must be taken to prevent damage to floors. Only tools with dust collector bags are permitted for wood cutting and shaping.

Painting and wallpapering is only permitted in the exhibition halls if the floors are first covered by PVC sheeting.

13.1.4 Building height

The maximum permitted building heights in the various ACV exhibition areas are as follows:

| Exhibition hall | height to ceiling (m) | building height m | building height beneath fixtures in m | smoke compartement (m) | ventilation (m) |
|--------------------------------|-----------------------|-------------------|---------------------------------------|------------------------|-----------------|
| Hall X2 | 3.80 | 3.50 | | | |
| Hall X2 5 | 4.40 | 4.00 | | | |
| Hall X3 | 6.00 | 5.50 | | | |
| Hall X1 | 4.50 | 4.00 | | 2.5 | 3.5 |
| Hall X4 | 7.00 | 6.50 | | | |
| Hall X5 (closed configuration) | 12.90 | 07.44 bis 08.00 | | | |
| Circulation space-2 | 2.34 | 2.00 | | | |
| Foyer -2 | 4.32 | 3.90 | | 2.5 | 3.5 |
| Foyer D by passage way | 2.70 | 2.30 | | | |
| Hall D | | 4.00 | 2.50 | | |
| Hall G/K | | 4.00 | 2.50 | | |
| EH I,II,III | | 2.80 | | | |
| EH IV | | 5.00 | | | |
| Hall E/F | | 5.00 | 2.80 | | |
| Foyer E/F | 3.24 | 2.80 | | | |
| Circulation space E/F | 2.70 | 2.30 | | | |
| Foyer M | 3.24 | 2.80 | | | |
| Foyer N | 3.24 | 2.80 | | | |
| Lounges 1-8 | | 2.80 | | | |
| Foyer A | 2,6/3,1 | 2,3/2,8 | | | |

A space of 0.5m beneath and to the sides of fire, smoke and heat detection installations forming parts of the fire alarm system must be kept clear and not obstructed by fixed structures or stored items.

The construction of double-decker stands is permitted in Halls X3 and X4, subject to permission. Stand drawings and structural reports are required.

The contractual partner is obliged to notify and consult IAKW-AG upon the planning and construction of booths in Hall X5.

13.1.5 Roofing

Single-decker stands may be roofed provided that the roofing complies with the fire regulations.

13.1.6 Floor loading

The load bearing capacity is 7kN/m² in the entrance hall, on Level O (yellow), and it is 5kN/m² in all other areas. The load bearing capacity of the apron is also 5kN/m². The transport weight of individual loads equally spread across four wheels is a maximum of 25 kN.

For exhibits with higher loading, the exhibitor or contractual partner must put down a weight distribution plate, the type and size of which must be established in agreement with IAKW-AG. In exceptional cases requiring the engagement of a structural engineer, the costs must be borne by the exhibitor or contractual partner.

13.2 Equipment brought onto the premises

If an exhibitor or contractual partner intends to exhibit, use, demonstrate or store flammable, explosive, burning or red-hot items, or items that emit radioactivity or ionising rays, or liquid gas or other pressurised gas bottles on the premises managed by IAKW-AG, IAKW-AG must be given adequate advance notice. Exhibiting, using, demonstrating and storing such items is in all events subject to IAKW-AG's approval and, where necessary, dependent on official authorisation.

However, in principle only the amount of flammable liquids required for one day may be kept at a stand/in the event space, and this must be reported. The daily amount required must be stored in closed, shatter-proof containers, in an orderly fashion, and must be kept out of reach of unauthorised persons. The containers must be clearly identifiable in accordance with statutory regulations and labelled correspondingly.

IAKW-AG reserves the right to have items removed from the premises at any time at the exhibitor's expense.

The exhibitor or haulage company must obtain information in good time as to the characteristics, load-bearing capacity and dimensions of the transport routes, lifts, doors, etc., and ensure that the size and weight of exhibits is appropriate. If exhibits are particularly large or heavy, notice must be given of the fact in the application for approval, so that on-site inspection can take place for the purposes of approval pursuant to [section 13.1.2](#) IAKW-AG may require that protective matting or a weight distribution plate be placed on the transport surfaces; the costs of such measures are to be borne by the exhibitor or contractual partner.

IAKW-AG accepts no liability whatsoever for damage to persons or property caused by items of any kind (including machinery and equipment) brought onto the premises of the ACV.

13.2.1 Motor vehicles in the exhibition area

If motor vehicles are to be brought into the exhibition space, all technical safety precautions must be complied and evidence of compliance in the form of the necessary official and technical permissions must be produced to IAKW-AG. All such events require prior authorisation by IAKW-AG's fire safety representative or one of his/her deputies.

For petrol or diesel driven motor vehicles older than three years, the requirements are as follows:

The fuel tank is to be drained and flooded with nitrogen, and the battery is to be disconnected. For each motor vehicle, the relevant IAKW-AG form detailing the work done is to be completed, and signed by the Contracting Partner.

For petrol or diesel driven motor vehicles less than three years old, the requirements are as follows:

The fuel tank may contain no more than 3 litres of fuel. The battery need not necessarily be disconnected. Flooding the fuel tank with nitrogen is only required under certain circumstances and only if the authorities or IAKW-AG require it.

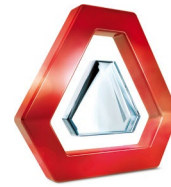
13.2.2 Bringing machinery and equipment onto the premises

The use of machinery or equipment that produces noise or vibrations must be kept to a minimum, in the interests of the exhibitor/customer and visitors. All technical work equipment must have the CE mark, or in the case of older work equipment, a corresponding safety evaluation for the purpose of proving sufficient product safety. All other consumer products must conform to the provisions of the "Produktsicherheitsgesetz" [Product Safety Act].

13.3 Transport of stand construction materials and exhibits to and from the premises

The exhibitor or contractual partner is responsible for the transport of exhibits and any stand construction materials to and from the premises at his own expense and risk. The transport must arrive shortly before the unloading time, and must depart promptly after loading.

Night-time noise regulations: with regard to the hiring of Exhibition Halls X1, X2, X3, X4 and X5, attention is expressly drawn to the need for the Contractual Partner to comply strictly with the night-time noise regulations. Noise restrictions generally apply between 10 p.m. and 6 a.m. and on Sundays and public holidays.



Restrictions on the movement of goods vehicles apply on Saturdays between 3 p.m. and midnight, and on Sundays and public holidays between midnight and 10 p.m. Vehicles may only use the access ramp to Bruno Kreisky Platz one at a time, and the gross vehicle weight may not exceed 20 tonnes. The Austrian traffic regulations must be observed. It is forbidden to leave engines running.

Exhibitors or contractual partners shall not be entitled to compensation for any waiting times. Goods vehicles may only be parked on IAKW-AG's premises in exceptional cases and with the written permission of IAKW-AG. The instructions of IAKW-AG must be followed at all times.

13.3.1 Use of goods only lifts

Exhibits are brought into the halls and foyers using three goods lifts with capacities of 30kN and one lift with a capacity of 50kN. They are brought into Hall X4 using two lifts with capacities of 30kN. The loading area is 6.20 x 3.20 m, and the maximum load height is 3.10 m (3.50 m). Exhibits are brought into Halls X2 and X3 at street level.

Goods lifts may not be used to transport people. The instructions of IAKW-AG staff must be followed at all times. IAKW-AG accepts no liability in the event of any contravention of these regulations.

13.3.2 Use of passenger lifts and escalators

Passenger lifts and escalators may not be used to transport goods and equipment.

13.4 Storage of empties

Empties should generally be stored directly with IML, a partner company of IAKW-AG. In exceptional circumstances IAKW-AG will allocate storage space, for which a fee will be charged.

13.5 Waste separation and waste disposal

The exhibitor or contractual partner is required to separate waste strictly in accordance with the provisions of the Waste Management Act and accompanying regulations, and is required to appoint a special waste disposal representative. Additional costs resulting from improper waste disposal will be charged to the Contractual Partner.

13.6 Dismantling and removal

The removal of exhibits and the breakdown of stands before the end of the event is prohibited.

After removing exhibits and dismantling the stand the exhibitor or contractual partner must leave the hired space in the same condition as when the space was put at the exhibitor's disposal. Any damages, or failure to leave the premises in a clean state, will be rectified by IAKW-AG, and the related costs will be charged to the contractual partner.

In the event that the stand is not vacated on time, IAKW-AG is entitled, at the contractual partner's expense:

- a) to have any materials, objects or packaging belonging to the exhibitor removed from the site and stored;
- b) to return the area to its condition when it was put at the exhibitor's disposal.

In such case IAKW-AG is entitled to charge the exhibitor or contractual partner for any storage or other costs. The exhibitor bears the risk for any materials, goods and packaging stored on the contractual partner's behalf.

Materials, goods and packaging material not collected by the exhibitor or contractual partner within three months of the end of the exhibition shall become the property of IAKW-AG unless the exhibitor or contractual partner has reached an agreement with IAKW-AG for the safekeeping and storage of such materials, goods or packaging. The exhibitor or contractual partner shall have no claim for compensation by IAKW-AG on his own behalf or that of third parties if IAKW-AG becomes the owner of the goods in the above manner.

13.7 Utilities

Any special requirements of the exhibitor for the provision of electronic, telecommunications and water connections can only be met if the official regulations and the technical installations in the exhibition halls permit. Any such provision is at the exhibitor's expense. Requests for special services must be in writing.

The installation of all such connections requires IAKW-AG's permission, and may only be undertaken by skilled IAKW-AG personnel or by approved IAKW-AG specialist subcontractors on behalf of and for the account of the exhibitor or contractual partner.

No changes to such connections by the exhibitor are permitted. Temporary electrical connections, e.g. for exhibition stands, must be

laid beyond the reach of visitors and must not obstruct circulation routes.

The exhibitor or contractual partner must comply with the rules and regulations of IAKW-AG and the telecommunications, electricity and water companies. Austrian safety regulations must be complied with. Infringements of regulations will result in the immediate disconnection and removal of the connection, and the exhibitor or contractual partner shall not be entitled claim damages.

The power supply is three-phase current with approx. 3 x 400/230V or alternating current with 230V and 50Hz frequency with TN earthing. There are residual current circuit breakers in the exhibition halls. IAKW-AG shall not be liable for any loss or damage resulting from technical defects.

In the event of non-compliance with these regulations and instructions IAKW-AG may, after giving due notice to rectify the breach, make any improvements or modifications it deems necessary at the exhibitor's or contractual partner's expense.

13.7.1

Spotlights and other lighting equipment, except where used for scenic effect, must be fitted with mechanical protection e.g. a safety guard or basket that prevents filters, glass parts of the lamp and the optical system from falling. It is not permitted for the protective equipment to be affixed to the light.

13.7.2

Distribution boards must be enclosed on all sides by covering made of sheet metal or shockproof insulation material with a flammability classification of at least HB 40 in accordance with the ÖVE/ÖNORM EN 60707 standard. They must be also protected from unauthorised access.

13.7.3

Primary and secondary distribution boards must be installed so as to easily allow measurement of the insulation resistance between all live conductors and earth for each individual outgoing circuit. For conductors with a cross-section of less than 10mm², installation of an all-pole circuit breaker or other measures are required in order that measurements can be taken without disconnecting the neutral conductor.

13.7.4

Overcurrent protection devices must be mounted on non-flammable surfaces and inside protective housing made from flame resistant, hard-wearing material.

13.7.5

Plug and socket devices with a higher current rating may only connected to those with a lower current rating using portable distributors.

13.7.6

For single phase consumer loads of up to 16 A connected to power via plug and socket devices, protective contact plugs in accordance with the ÖVE/ÖNORM IEC 60884-1 standard must be used. For other consumer load circuits, plug and socket equipment conforming to the ÖVE/ÖNORM EN 60309 standard (all components) must be used.

13.7.7

Plugs and sockets for different currents and voltages must be non-interchangeable.

13.7.8

Bare conductors may not be laid over play areas, circulation routes or visitor congregation areas. 5 m of free space must be maintained around the conductor.

13.7.9

Electric lines and cables attached to poles must, at least when within arm's reach, have additional, permanent, mechanical protection (e.g. galvanized steel tubing), if such protection is not provided by the location of the line or cable (e.g. enclosed within a pole).

13.7.10

Only NTSK flexible cables for theatres conforming to the DIN VDE 0250-802 standard or H07RN rubber insulated cables conforming to the ÖVE-K 40 and ÖVE/ÖNORM E 8240 standards, or cables of equivalent construction may be used as supply lines to portable suspended stage lights.

13.7.11

For fixed installations of flexible power lines, rubber insulated cables of at least H07RN quality in accordance with the ÖVE-K 40 and ÖVE/ÖNORM E 8240 standards must be used.



13.7.12

Final control devices, starters and transformers must be constructed and installed to ensure that their operation does not result in any dangerous generation of heat. An adequate distance must be maintained between such devices and flammable materials, or heat insulation comprising non-flammable insulation material must be used.

13.7.13

Lights weighing more than 5kg must be secured by two independent fastenings. Each fastening must be capable of supporting five times the weight of the light. Safety cables or chains may be used as a second fastening.

13.7.14

In deviation from the requirements of the ÖVE/ÖNORM E 8001-1 standard, separate earth and neutral conductors must be used at least from the final distribution board for TN systems where conductors have a cross-section of over 10mm² (TN-S system).

13.7.15

Electrical installations must be regularly tested in accordance with the ÖVE/ÖNORM E 8001-6-62 and ÖVE/ÖNORM EN 50110-1 standards.

13.7.16

Conductive components of stage constructions, e.g. lighting bridges, light towers, cable systems, under-stage equipment, large structures, steel constructions and pipes must be included in measures for protection against indirect contact by means of supplementary equipotential bonding. The conductive elements must be connected to each other and the protective conductor by the equipotential bonding conductor. The minimum cross-section for equipotential bonding is 10mm² of copper wiring in the case of protected cabling, and 16mm² of copper wiring or 50mm² of galvanised steel with a thickness of 2.5mm in the case of unprotected cabling. The main equipotential bonding conductors will be provided by the IAKW-AG.

13.7.17

The exhibitor or contractual partner must install lightning protection that conforms to applicable standards for any temporary structures erected on the square in front of the venue.

14 Anti-Corruption

The Contract Partner undertakes to comply with all applicable legal provisions to combat corruption in connection with the performance of this Agreement. This obligation encompasses, in any event, the prohibition against undue payments or the granting of other undue benefits to business partners, their employees, family members or other individuals. Concerning public officials, the extension of any benefits, including such benefits intending to influence them (including facilitation payments), is prohibited. Where they are applicable, the Contract Partner is also obligated to comply with the anti-corruption regulations of other legal systems.

The Contract Partners will provide reciprocal support in the event of any suspicion of corruption (in so far as it pertains to the performance of the Agreement), including by way of active participation in investigations toward the identification or prevention of corruption.

In the event of a breach against the applicable anti-corruption rules, ACV is entitled to terminate or withdraw from the Agreement with immediate effect.

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