

## **Terms and conditions for ordering stand guards from a security service provider**

### **1. Order placement**

(1) Clicking on the "I hereby place a binding order" button automatically submits a binding order, both from the shopping cart in Messe Frankfurt's Shop for Exhibitor Services and from PDF forms.

(2) The booking must specify the individual at the stand who is authorised to grant permission with their signature for stand guards to leave the stand being guarded.

In the event that no such individual is named, or if the designated person is not present at the stand when the stand guard is scheduled to go off duty, any other exhibitor agent present at the stand shall be authorised to relieve the stand guard. Should such an agent be unwilling to do so, the stand guard shall remain at the stand at the cost of the customer until such time as they are relieved of duty. If no exhibitor agent relieves the guard, the guard shall remain no more than two hours longer than the originally designated shift.

(3) For certain products, an express surcharge in the amount of 25% of the product price (plus VAT) will be levied on orders submitted less than 22 calendar days before the start of the event to cover the additional expenses entailed. Products subject to this express surcharge are indicated by a pictogram.

### **2. Description of services to be provided**

(1) Messe Frankfurt Venue GmbH shall, on the basis of the order, arrange for the provision of stand guards on your stand. The stand guards shall check the access rights / accreditation / exhibitor identification of individuals and shall prevent unauthorised third parties from entering the stand.

(2) The customer shall receive an inventory list with the order confirmation in which the customer is to list the objects and exhibits brought into the stand.

This list, along with the order confirmation from the security service provider commissioned by Messe Frankfurt Venue GmbH, must be completed in full, signed and returned before the guard service commences.

Only those objects included in this list shall be insured within the scope of the security services ordered.

(3) The minimum stand security period shall be 4 hours per shift. Any partial half-hours worked will be charged as full half-hours.

### **3. Invoicing**

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH reserves the right to invoice services prior to performance.

(2) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

(3) The invoice recipient shall be the customer unless agreed otherwise in writing with Messe Frankfurt Venue GmbH.

(4) Complaints regarding the non-provision or incomplete provision of ordered items or services must be reported to Messe Frankfurt Venue GmbH no later than 24 hours after the defective service. Any complaints received thereafter will be disregarded.

(5) Messe Frankfurt Venue GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes etc. This fee will be shown on the modified invoice.

### **4. Cancellation by the customer**

The customer may cancel an order for stand guards by submitting a written cancellation to Messe Frankfurt Venue GmbH no later than 22 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if provision of the respective service(s) – or parts thereof – has not yet commenced. Should Messe Frankfurt Venue GmbH notify the customer that cancellation is not possible because the provision of the ordered services has already commenced, this notification shall be binding. Messe Frankfurt Venue GmbH has no obligation in such cases to prove that work had already commenced at the time the cancellation request was received.

The foregoing provisions shall apply analogously to any changes to the ordered service(s).

### **5. Liability**

Messe Frankfurt Venue GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Messe Frankfurt Venue GmbH shall only be liable for simple negligence on the part of Messe Frankfurt Venue GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

### **6. General conditions**

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties. Any differing general terms and conditions of business or purchase of the customer not apply, even if the customer has referred to these and Messe Frankfurt Venue GmbH has not specifically rejected them.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Both parties to the agreement explicitly agree Frankfurt am Main to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.