

## **Authorisation of the exhibitor's own stand guards**

### **1. Authorisation**

(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) Following the submission of a fully completed form for a certificate of authorisation for the event in question, and of a fully completed appendix to the application for each of the exhibitor's own stand guards, Messe Frankfurt Venue GmbH issues formal authorisations for stand guards.

Following a review, authorisation is issued by:

Messe Frankfurt Venue GmbH  
Operation & Security Center  
Ludwig-Erhard-Anlage 1  
60327 Frankfurt am Main  
Germany  
Phone: +49 69 75 75-63 42  
Fax: +49 69 75 75-63 48  
Email: standguard@messefrankfurt.com

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

Following the submission of the fully completed appendix to the application and the correct provision of the authorisation criteria, Messe Frankfurt Venue GmbH shall issue written authorisations for the exhibitor's own stand guards. These authorisations may be revoked at any time. All statements provided by the exhibitor must be truthful. Failure to answer any questions or the provision of untruthful statements shall automatically result in the rejection of the application for the authorisation of the exhibitor's own stand guards. In the event that any circumstances that would justify the withholding of authorisation should arise between the time of application and the commencement of stand security, the exhibitor must notify Messe Frankfurt Venue GmbH thereof without prompting. Messe Frankfurt Venue GmbH shall then reach a final decision as to whether the authorisation is to be upheld or revoked. In the event that an exhibitor fails to notify Messe Frankfurt Venue GmbH of any circumstances relevant to its decision, any authorisations issued to the exhibitor shall be revoked. Insofar as an exhibitor's own stand guards have been properly registered, each guard will receive an authorisation that entitles them to exercise their duties on the exhibitor's stand only. Stand guards must carry their personal identification card / passport and set-up and dismantling pass / exhibitor pass with them at all times while on duty.

### **3. Exclusion of liability**

(1) Messe Frankfurt Venue GmbH is only liable within the limits of its statutory liability and therefore disclaims all liability of any kind in excess thereof for personal injury, property damage or financial losses suffered on the exhibition grounds, including in any buildings. In particular, the following shall be excluded: damage caused by fire, water, explosion, violent attacks, storms or other instances of force majeure, or by theft, burglary, breakdown of supply services (such as electricity, gas, water) and similar causes, as well as damage incurred as a result of the safety and security regulations pursuant to the Messe Frankfurt Venue GmbH General Terms and Conditions. This shall also apply to any grounds or buildings outside the exhibition grounds that are used in connection with the event.

(2) This also applies to damage caused by the general public (in particular, by visitors to the event, other exhibitors, persons acting on their behalf, etc.) or employees and representatives of Messe Frankfurt Venue GmbH or by other circumstances. This includes erroneous information given and measures taken by Messe Frankfurt Venue GmbH, its employees and those acting on its behalf.

### **4. Invoicing**

(1) Invoices shall be due and payable upon receipt.

(2) The charges stated on the order form shall be binding upon both parties.

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

(4) 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.

### **5. Cancellation by the customer**

The customer may cancel an order 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).

### **6. 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.

### **7. 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.