

## Terms and conditions for the supply of set-up and dismantling assistants

### 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) For orders received online or in writing less than four (4) weeks before the start of the event, Stageservice Frankfurt am Main GmbH will invoice the additional expenses entailed.

### 2. Description of services to be provided

Stageservice Frankfurt am Main GmbH shall arrange for the provision of set-up and dismantling assistants on the basis of the exhibitor order. Stageservice Frankfurt am Main GmbH makes sure that all of your orders are dealt with promptly, and maintains an order desk in the office on the exhibition grounds during the advance and regular set-up and dismantling periods. The activities to be performed for customers ordering auxiliary services are defined as follows:

Simple activities:

- Assisting the customer with set-up and dismantling.
- Packing and unpacking goods and equipment under the customer's supervision.
- Loading and unloading delivery vehicles.
- Placing goods in the stand under the customer's supervision.
- Transporting stand equipment, furnishings and exhibits.

Complex activities:

- Simple installation work that does not require protective equipment for working at height.
- Simple installation work involving the use of tools, insofar as this does not conflict with other technical services (in particular, electrical installations, water, suspensions, rigging etc.).
- In the event that Stageservice Frankfurt am Main GmbH should determine that commissioned work conflicts with other technical services, Stageservice Frankfurt am Main GmbH will transfer responsibility for the requested tasks to the responsible technical service department and inform the customer thereof.
- Installation of floor coverings, insofar as these are the exhibitor's own coverings.
- Simple repairs to stand facilities, such as chairs, cupboards, shelving etc.
- Carrying out independent activities for the customer, such as dismantling the stand. For safety reasons, this activity can only be carried out by 2 assistants working together.
- Independent packing activities not requiring instruction by the customer.
- Transferring packed stand furniture and accessories under their own responsibility to a forwarding agent designated by the customer.

Skilled activities:

- Installation work that requires protective equipment for working at height. The performance of rigging activities of any kind as part of this service is expressly excluded.

Supervisory activities:

- In consultation with the customer, a supervisor will be employed for complex auxiliary work on site.
- The supervisor will independently plan personnel and time requirements in accordance with the order.
- The supervisor will organise the commissioned activities on the basis of the stand plan.
- The supervisor cannot be ordered independently by the customer. Instead, the supervisor will, following consultation with the customer, be invoiced to the customer by Stageservice Frankfurt am Main GmbH. For this purpose, Stageservice Frankfurt am Main GmbH will submit a corresponding offer to the customer, which the customer must accept if they would like to utilise the supervisor.

Subsequent changes to the period booked that are made by the customer:

- The customer can shorten the period booked at any time, but must still pay for the entire period if it is not possible to find other duties for any assistants that were booked.
- It is fundamentally possible to extend the original period booked following consultation with Stageservice Frankfurt am Main GmbH, but this cannot be guaranteed. If the staff that were booked have already been scheduled to perform a different task following the period originally booked, Stageservice Frankfurt am Main GmbH will attempt to find a replacement assistant.

Definition of the minimum period for which a service can be booked:

The minimum period for which Stageservice Frankfurt am Main GmbH will accept customer orders is 4 hours. The order must be placed no less than 24 hours in advance of the planned deployment.

Permissible activities for Stageservice Frankfurt am Main GmbH and exclusions vis-à-vis other technical services:

Permissible activities:

- Painting work: only on the exhibitor's own walls, not on Messe Frankfurt's wall systems
- Carpentry: only on the exhibitor's own walls, not on Messe Frankfurt's wall systems
- Transport services solely with (the exhibitor's own) ground conveyance equipment

Non-permissible activities:

- Stand guards
- Electrical installations
- Water installations
- Rigging services
- Driving forklifts
- Painting work on Messe Frankfurt's wall systems
- Carpentry work on Messe Frankfurt's wall systems

This list is not meant to be complete.

Stageservice Frankfurt am Main GmbH uses an electronic data collection system for order processing.

### **3. Invoicing**

(1) Invoices shall be due and payable upon receipt. Stageservice Frankfurt am Main GmbH shall also be entitled to issue invoices before the performance of services.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

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

(4) Complaints regarding activities either not being carried out or not being completed must be received by Stageservice Frankfurt am Main GmbH by no later than the following day. Any complaints received thereafter will be disregarded.

(5) Stageservice Frankfurt am Main 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**

- A booking is considered to have been made with a long or moderate lead time if the order was placed by 14 days before the assistant is to be utilised.

- A booking is considered to have been made with a short lead time if the order was placed less than 4 days before the assistant is to be utilised.

- For bookings with long or moderate lead times, the customer can cancel the order up to 4 days before the planned deployment of the assistant, but no later than 4 days before the start of the event. However, the customer shall still be liable to the contractor for the wage costs of the assistant unless it is possible to find a different task for them to perform.

- For bookings with short lead times, it is not possible to cancel the order once the order confirmation has been sent.

### **5. General conditions**

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties.

(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.