

Terms and Conditions for Ordering the Guarding of Stands by a Guard Service

1. Order Placement

(1) Orders for guard services to be provided by Messe Frankfurt Venue GmbH & Co. KG shall be placed by submitting a completely filled out form for ordering the guarding of stands by a guard service applying to the event in question. Oral or telephone orders shall be confirmed by exhibitors in writing.

(2) Orders shall be signed by the applicant. One copy only shall be submitted, and must be received by Messe Frankfurt Venue GmbH & Co. KG no later than six (6) weeks prior to the opening of the event involved, otherwise no liability for their timely completion will be assumed. Orders submitted by third parties (stand builders) shall be accepted and completed only if they bear the exhibitor's signature and company seal or the third party involved has been granted power of attorney to sign same on behalf of the exhibitor.

(3) If orders are received 10 days or less before the start of the event, Messe Frankfurt reserves the right to charge a flat rate of 40% for the extra work involved.

2. Description of Services to be Provided

(1) Messe Frankfurt Venue GmbH & Co. KG shall arrange for the guarding of the items brought onto/into the re-spective premises by the exhibitor and of the stand itself, based on exhibitors' orders.

3. Invoicing

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH & Co. KG shall be entitled to invoice ordered services in advance.

(2) Offsetting counterclaims against invoiced amounts and deductions of any kind from invoiced amounts are prohibited.

(3) Complaints regarding orders not completed or not completed in full must be submitted to Messe Frankfurt Venue GmbH no more than 24 hours after such defective performance. Any complaints submitted thereafter will be disregarded.

4. Cancellations by the Ordering Party

In the event that an order is to be cancelled by the exhibitor, Messe Frankfurt Venue GmbH & Co. KG shall be notified thereof in writing no later than three (3) weeks prior to the opening of the event involved, reckoned from date of

receipt. Cancellations can be accepted at later dates only if the respective service(s) have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to ordered services.

5. Agreed Terms and Conditions

(1) Placement and processing of orders shall be subject to our ordering terms and conditions.

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

(3) If individual provisions of this agreement are invalid, such invalidity shall not affect the remaining provisions. In such a case, both contracting parties undertake to replace the invalid provisions by valid provisions that approach the commercial purpose intended by the invalid provisions as closely as possible.