

## **Terms and conditions for the supply of parking permits (MF) [supply car]**

### **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) Orders received at a later date will not be included in the allocation of permits. No confirmation of receipt of orders will be sent. Permits will be sent no later than two weeks before the event opens by:

Messe Frankfurt Venue GmbH  
60327 Frankfurt am Main  
Germany  
Phone: +49 (0) 69 75 75-66 00  
Fax: +49 (0) 69 75 75-64 53  
traffic@messefrankfurt.com

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

(1) Messe Frankfurt Venue GmbH (MFV) shall, on the basis of the order, arrange for the provision of parking permits that allow motor vehicles with a gross vehicle weight rating of up to 7.5 tonnes to park in the specified car park.

(2) The information supplied will already have been printed on the parking permits. The issuance of parking permits is subject to availability and is only for the duration of the event in question. Individual parking permits are automatically issued for the nearest available car park in accordance with the stand number and stand size. There is generally no entitlement to specific parking spaces. Parking buses or caravans in reserved parking spaces is prohibited.

(3) Parking permits are to be stuck to a readily visible location of the vehicle's windscreen whenever they are parked or being parked. Vehicles lacking readily visible and valid parking permits and vehicles parked in unauthorised locations will be towed away without prior notice at the owner's expense. Parking permits will be confiscated if the aforementioned provisions are not observed. The Car Park Terms and Conditions of Use (Parkplatzbenutzungsordnung) shall apply. Only original parking permits are valid. In the event that parking permits are duplicated, Messe Frankfurt Venue GmbH reserves the right to prosecute under Section 265a of the German Penal Code (StGB). In such cases, both the original parking permit and the copies will be confiscated and the vehicles removed from the grounds. A fine will also be imposed.

### **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) 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 be invoiced separately where applicable.

(3) These ancillary charges shall be due and payable immediately upon invoicing.

(4) Offsetting counterclaims against invoiced amounts and deductions of any kind are not permissible.

(5) Complaints regarding the non-provision or incomplete provision of ordered items or services must be received by MFV no later than the first day of the trade fair. Any complaints received thereafter will be disregarded.

(6) In the event that parking permits are lost, there is no automatic right to replacements.

(7) 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**

In the event that an order is to be cancelled, the customer shall notify MFV thereof in writing no later than 2 calendar days prior to the start of the event, reckoned from the date of receipt. Cancellations can be accepted at later dates only if the respective service(s) – or parts thereof – have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

### **5. Acceptance of terms and conditions**

(1) The placement and execution of orders shall proceed pursuant to the terms and conditions of supply.

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

(3) 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.

### **6. Warranty**

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Messe Frankfurt Venue GmbH, which may provide replacement at any time. The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects incurred by the customer due to natural wear, moisture, intense heat, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Messe Frankfurt Venue GmbH without delay of any defects and to provide Messe Frankfurt Venue GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder/prevent the assessment/rectification

of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the fair.

#### **7. 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.

#### **8. 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.