Authorisation of the exhibitor's own stand guards

1. Authorisation

- (1) 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.
- (2) Authorisations may be obtained either electronically, via the online shopping basket (by using the Easyorder online shop), or, if you wish to use the attached documents, in writing by completing and submitting the order forms for the event in question. Information that is provided verbally or over the phone must be confirmed by the exhibitor in writing.

Authorisation is to be obtained from:

Messe Frankfurt Venue GmbH Operation & Security Center Ludwig-Erhard-Anlage 1 60327 Frankfurt am Main Germany

Phone: +49 69 75 75-68 95 Fax: +49 69 75 75-63 48

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Applications for authorisation which are sent from the password-protected online shop are valid without signature. An order is considered to have been submitted in a timely fashion if the online shop is still accepting orders. Written orders must bear the legally binding signature of the customer, and a single copy must be received by Messe Frankfurt Venue GmbH in advance of the event by no later than the date specified, as it will otherwise be impossible to guarantee their timely completion. Orders submitted by a third party (stand designers/builders, participants in joint stands or similar) shall only be accepted and carried out if they have been placed from this third party's own account or the third party has been granted power of attorney (referred to in the online shop as a sub-account).

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 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 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.

5. Cancellation by the customer

In the event that an order is to be cancelled, the customer shall notify Messe Frankfurt Venue GmbH thereof in writing no later than three (3) weeks prior to the opening of the event involved, 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).

6. 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 contracting parties 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.