

## **Terms and conditions for the supply of cleaning services (basic cleaning and daily cleaning)**

### **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 certain products, an express surcharge in the amount of 25% of the product price (plus VAT) will be levied on orders submitted less than 22 calendar days before the start of the event to cover the additional expenses entailed. Products subject to this express surcharge are indicated by a pictogram.

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

Messe Frankfurt Venue GmbH shall arrange for the provision of the following services on the basis of the order:

(1) **Basic cleaning.** This includes the following:

- A single cleaning of linoleum and other similar floor coverings, either by mopping or sweeping
- A single vacuuming of carpets, fitted carpets or carpet tiles
- A single emptying of waste-paper baskets
- A single wiping of tables, chairs and counters

(2) **Daily cleaning** takes place in the evening for the duration of the event (with the exception of the final day of the event). This includes the following, which shall take place once per day:

- Cleaning of linoleum and other similar floor coverings, either by mopping or sweeping
- Vacuuming of carpets, fitted carpets or carpet tiles
- Emptying of waste-paper baskets
- Wiping of tables, chairs and counters

Charges are based on the total area rented. Inaccessible areas (such as the kitchen, conference rooms, storage areas etc.) are not deducted from the total area.

If these ancillary areas are to be cleaned, the stand owner must inform the cleaning team of this in writing or by phone.

The cleaning team can be reached by:

Phone: +49 69 75 75-69 11

Fax: +49 69 75 75-9 69 11

Email: [cleaning@messefrankfurt.com](mailto:cleaning@messefrankfurt.com)

If the aforementioned rooms are locked, the keys are to be left with the hall inspector for the hall level in question. The cleaning staff will pick the keys up from the hall inspector and return them once the cleaning has been completed.

### **3. Performance of services**

(1) Responsibility for the proper performance of pre-cleaning services can only be assumed if stand set-up has been completed by 6:00 p.m. on the evening preceding the opening of the event as contractually agreed.

(2) If there are any complaints, exhibitors must submit these immediately to Messe Frankfurt Venue GmbH in writing or by telephone.

(3) In order to be able to provide exhibitors with rapid assistance in the event that problems arise, on the days of the event Messe Frankfurt Venue GmbH shall operate an emergency stand-by service.

### **4. Invoicing**

(1) Invoices shall be due and payable upon receipt. Messe Frankfurt Venue GmbH shall be entitled to issue invoices either according to the hours spent or based on reasonable flat-rate charges per m<sup>2</sup> at its discretion – including before the performance of services. For charges based on m<sup>2</sup>, this shall be based on the total stand area specified in the stand confirmation.

(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 the non-provision or incomplete provision of ordered items or services must be received by the vendor/supplier involved no later than the same day. Any complaints received thereafter will be disregarded.

(5) 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 for cleaning services 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. 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.