



# Special Conditions for Services provided by Engelhardt & Co. Sicherheit GmbH (Guarding of stands)

## 1. General performance of security service

The security company performs its activities under a contract for services with its personnel being employed in the capacity of agents. The selection of the personnel employed and the authority to issue instructions are incumbent on the ServicePartner. The latter is solely responsible for compliance with all legal, governmental, social law and industrial insurance obligations in respect of its employees.

## 2. Contract for services

The contract for security services takes effect on receipt of the written order on the order form overleaf and after written confirmation of the order by the ServicePartner. The order form must bear a company stamp and authorized signature. Orders at short notice are accepted directly in the office of the ServicePartner, but no obligation to perform the service exists until the order is confirmed in writing. The signatory of the order form declares that he is authorized to place the order. If the order is placed by a third party, e.g. a stand construction company, the person placing the order is liable personally if no proof of authority is provided on or after placing the order.

## 3. Contract performance

The ServicePartner undertakes to provide guarding of the stand indicated in the application during the agreed period by a reliable employee who will be solely responsible for the security of the stand. The contractual services are to be completed solely in accordance with the instructions for guarding the stand, which contain detailed regulations for performing the services. The instructions can be inspected in the offices of the company in the ServicePartnerCenter. To verify the time spent on duty, the watchman shall complete a time sheet, which shall be signed by the exhibitor when the guard is relieved. The time sheet shall be the basis for accounts rendered.

## 4. Duration of contract

The contract in each individual case will be effective for the period specified in the order. The full rate shall be charged for every half hour or part thereof. The minimum charge shall be for 4 hours per deployment.

## 5. Complaints

Complaints of any kind in respect of the performance of the service or other irregularities shall be reported immediately on being discovered to the management of the ServicePartner for the purpose of remedial action. Failure to report any complaints promptly may void any rights to which the client may be entitled on account of such complaints, if this means it is no longer possible to reliably determine the facts of the case. The ServicePartner shall bear no liability whatsoever for consequential damage that could have been avoided if the complaint had been reported in time.

## 6. Liability and limitation of liability

- 6.1 In the case of any claims arising for damage on whatever legal grounds, the ServicePartner shall be liable only to the extent such damage may have been caused by it, its statutory representatives or its staff either intentionally or by gross negligence.
- 6.2 The ServicePartner shall not be liable for damage caused by the actions of security personnel that are not connected with the actual security service, such as the operation and care of machinery, boilers, electrical or similar plants, if such actions were performed by the security personnel at the request of the client.
- 6.3 The client is obliged to assert claims in writing immediately after becoming aware of them.  
Clause 5 applies accordingly.
- 6.4 All claims of the client arising out of this contract expire by statutory limitation after a period of one year.

Commencement of limitation period: on becoming aware of claim.

- 6.5 The maximum amount of liability under clause 6.1 shall be limited as follows:

EUR	1,000,000.00	for personal injuries
EUR	500,000.00	for damage to property
EUR	15,000.00	for the loss of items guarded

## 7. Payment procedure

The service provided is due for payment in full immediately. The invoice amount is collected from the stand in cash by a representative of Engelhardt & Co. in all cases. Please inform the stand personnel accordingly and provide them with the necessary amount in cash. Cashless payment is only possible by separate agreement.

## 8. The place of jurisdiction and performance

is Nuremberg for both parties.  
The agreed place of jurisdiction for asserting claims for debt payment is Nuremberg.