

**Closing date: July 29, 2022**

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O. Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

We hereby order—in the name and on behalf of the aforementioned exhibitor—subject to acceptance of the terms of contract set out on page 2 et seq.:

## ■ Stand cleaning

Stand area/m<sup>2</sup> \_\_\_\_\_

**Cleaning is carried out for the first time on the last day of the stand setup period from 18:00 and then daily after the trade fair closes.**

- One-off cleaning of floor surfaces and the horizontal surfaces of tables, chairs and counters
- Emptying of waste containers and ashtrays
- Vacuuming of textile floor coverings and/or wiping clean of hard floor coverings

**For the duration of the event**

- Yes  
 No, only on the following days \_\_\_\_\_

**Prices stand cleaning:**

- Initial cleaning at end of setup: EUR 2.20/m<sup>2</sup> (item 30860)
  - Each further cleaning: EUR 0.90/m<sup>2</sup> per cleaning (item 30861)
- All prices quoted are net and subject to statutory value-added tax.

## ■ Related services including consulting

Stand area/m<sup>2</sup> \_\_\_\_\_

The cleaning contractor appointed by Messe München would be pleased to advise you on site and provide you a personalized offer for special and additional services.

Please checkmark	Item no.	Description	EUR
<input type="checkbox"/> daily	30862	Cleaning of furniture, display cases, doors, partition walls and door frames; cleaning of glass; cleaning of exhibits, vehicles; removing heel marks and other cleaning work	40.90/hour
<input type="checkbox"/> one-time	30863	Cutting of plastic sheeting	0.75/m <sup>2</sup>
	30864	Cutting of plastic sheeting incl. cleaning of flooring areas	1.30/m <sup>2</sup>
	30865	Special cleaning of stand after stand party	Surcharge of 0.85/m <sup>2</sup>

Appointment on stand for consultation on (date/time) \_\_\_\_\_ Contact person / Mobile phone no. \_\_\_\_\_

## ■ Important

**Any orders submitted later than two calendar days prior to the commencement of the event are subject to a late order surcharge of 25% of the of the invoice value of cleaning services (item 30866).**

**Gross exhibition space is the basis of calculation.** Should any cleaning be required in lockable areas (e.g. booths, cubicles, etc.), the cleaning contractor appointed by Messe München GmbH must be supplied with the appropriate keys. In such cases, kindly arrange an appointment with the relevant cleaning contractor in good time for handing over the keys. The exhibitor must have an electrical supply available on the stand for usage by the cleaning staff.

A confirmation of order will be sent to the e-mail address indicated above.

**Any complaints must be lodged with the cleaning contractor appointed by Messe München GmbH by 10:00 on the day after execution of work. Later complaints cannot be considered.**

Messe München GmbH will appoint one of the two cleaning contractors mentioned below pursuant to the hall area of competence below to render the services ordered on behalf of Messe München GmbH:

**Herrmann & Schmidt - Dienstleistungen**  
 Willy-Brandt-Allee 9 | 81829 München | Germany  
 Tel. +49 89 949-24700 | Fax +49 89 949-24707  
 orders@standreinigung.de | www.standreinigung.de  
 ICM, Halls A1–A3, B0–B3, C1–C3, West Entrance, outdoor exhibition area FN



**dias Gebäudemanagement GmbH**  
 Willy-Brandt-Allee 9 | 81829 München | Deutschland  
 Tel. +49 89 949-24940 | Fax +49 89 949-24941  
 muenchen.messe@dias-service.de | www.dias-service.de  
 Halls A4–A6, B4–B6, C4–C6, East and North Entrance, outdoor exhibition area FM, FS.



Place / date

Company stamp and legally binding signature of exhibitor

## ■ GENERAL TERMS OF BUSINESS for Rendering Cleaning Services

### § 1 Area of application

1. The order will be executed on the basis of these General Terms of Business. Messe München GmbH's General Terms of Contract for Exhibitor Services apply additionally and are also a constituent part of the contract.
2. Any of the customer's General Terms of Business conflicting with, deviating from or supplementing the above only become a constituent part of the contract when and insofar as Messe München GmbH has explicitly approved their validity. The approval requirement applies in all cases, notably when the cleaning contractor appointed by Messe München GmbH unconditionally executes the customer's order in the knowledge of conflicting or deviating terms of the customer. All supplementary agreements and ancillary undertakings must be agreed in writing.

### § 2 Nature and scope of the service

1. Service extensions are only valid if they are stipulated in terms of nature and scope by persons authorized to do so in writing or exceptionally by word of mouth.
2. An order is deemed to have been placed when the cleaning contractor appointed by Messe München GmbH commences with execution of the order with the customer's knowledge prior to agreement on all points of the order concerned and without any objection on the customer's part.
3. The customer is obliged to take all material and organizational measures necessary to ensure that the services can be rendered in an unrestricted and proper manner. Any extra expense incurred by way of the customer's duty to assist is payable by the customer. The customer is obliged in this respect to provide the employees and agents of the cleaning contractor appointed by Messe München GmbH with unrestricted access to the areas to be cleaned, lighting and power connections for a sufficiently long period prior to and after the event. Should the areas to be cleaned be located within lockable areas (e.g. booths, cubicles), the relevant keys are to be handed over to the cleaning contractor appointed by Messe München GmbH one day prior to the start of the event. Should the customer be unable to fulfill his duty to assist or should he hinder execution of the services ordered, Messe München GmbH is entitled to claim performance in full.
4. If certain detergents and/or operating resources are prescribed by the customer, the latter is to make them available to the cleaning contractor appointed by Messe München GmbH on site free of charge. Should Messe München GmbH or the cleaning contractor appointed by it be asked to provide the operating resources prescribed by the customer, they will be billed to the customer, insofar as they are not a constituent part of the order concerned, at the selling price of the supplier of the cleaning contractor appointed by Messe München GmbH pursuant to the former's price list valid at the given time, plus an administrative and handling flat charge of 20%. The customer assumes liability for the suitability, technical functionality and safety of the operating resources he prescribes. Messe München GmbH and/or the cleaning contractor appointed by it have no duty of verification in this respect.
5. For the purpose of proper service provision, the customer is to ensure that the areas to be cleaned are in a reasonable and notably not unduly soiled state. Insofar as negative and not merely insignificant deviations from this reasonable state impede service provision and/or incur enhanced expense, Messe München GmbH is entitled to increase contractual remuneration appropriately.
6. Service provision is limited to the services stated on the Stand Cleaning order / online form. Additional services are to be clarified on site with an employee of the cleaning contractor appointed by Messe München GmbH authorized to do so at an appointment for consultation to be decided and set out in writing. No separate order confirmation is required for these additional services.
7. Any operator responsibility remains with the customer. The customer is entitled to issue instructions to a normal and reasonable extent vis-à-vis the cleaning staff of the cleaning contractor appointed by Messe München GmbH. The customer is responsible for any instructions he issues. The customer is not entitled to issue instructions to agents of the cleaning contractor appointed by Messe München GmbH; such instructions may only be issued vis-à-vis the cleaning contractor appointed by Messe München GmbH.
8. The cleaning contractor appointed by Messe München GmbH is the contact for services ordered as well as for complaints and claims.

### § 3 Subcontracting of services

1. Messe München GmbH and the cleaning contractor appointed by it are entitled to appoint third parties for service provision and subcontract the order in full or

in part, insofar as such interests of the customer as are worthy of protection are not impaired by this.

2. All declarations issued by the cleaning contractor appointed by Messe München GmbH or its agents vis-à-vis the customer within the framework of this contract are deemed to have been issued by Messe München GmbH. All declarations issued by the customer vis-à-vis the cleaning contractor appointed by Messe München GmbH or its agents are deemed to have been issued vis-à-vis Messe München GmbH.

### § 4 Acceptance and warranty

1. The work executed by the cleaning contractor appointed by Messe München GmbH is to be checked by the customer immediately after it has been completed. Any complaints are to be reported to the cleaning contractor appointed by Messe München GmbH without delay but no later than 10:00 on the day after its execution, whereby the location, nature and extent of the defect are to be described precisely. Any complaints received later cannot be considered.
2. Should complaints be lodged justifiably by the customer concerning contractually agreed services, the cleaning contractor appointed by Messe München GmbH is obliged to render subsequent performance. No warranty will be assumed for defects and damage attributable to the customer withholding important information on the nature and characteristics of the areas and objects to be cleaned from the cleaning contractor appointed by Messe München GmbH. The same applies if the customer fails to take adequate measures with regard to the accessibility and/or reachability of the areas to be cleaned.
3. Should complaints about contractually agreed services be lodged justifiably by the customer, the cleaning contractor appointed by Messe München GmbH is entitled to render subsequent performance. The customer's claims based on complaints attributable to the customer withholding important information on the nature and characteristics of the areas and objects to be cleaned from the cleaning contractor appointed by Messe München GmbH that the contractor must not necessarily be aware of may not be asserted. The same applies if the customer fails to take adequate measures with regard to the accessibility and/or reachability of the areas to be cleaned.
4. If the defects cannot be rectified or the cleaning contractor appointed by Messe München GmbH cannot reasonably be expected to attempt subsequent performance a second time, the customer may reduce remuneration or cancel the contract or withdraw from same. The customer is not entitled to cancel the contract for merely minor contractual violations. The customer's claims for compensation and/or reimbursement of futile expense may only be asserted pursuant to § 8 and are otherwise ruled out.

### § 5 Measurements

1. The measurements on which the invoice is based are to be determined pursuant to the guidelines for contract placement and billing issued by the German Association of the Building Cleaning Trade in the version valid at the given time.
2. If the customer does not object to measurements specified without delay, the measurements are deemed to have been accepted.
3. Should one of the contracting parties establish that the measurements on which the invoice is based are incorrect, the new measurements determined jointly by the customer and the cleaning contractor appointed by Messe München GmbH only apply to future invoices. Reimbursements or additional claims for the past are ruled out.

### § 6 Liability

1. Messe München GmbH is liable for willful or grossly negligent behavior in accordance with statutory regulations. Its obligation to pay compensation is limited to such damage as occurs typically and is foreseeable.
2. For such damage as is verifiably attributable to cleaning services, Messe München GmbH is liable within the scope of the liability insurance taken out by the cleaning contractor appointed by Messe München GmbH, but only to a maximum amount of EUR 100,000 per claim. Proof of insurance coverage is to be provided to the customer at the latter's request. No liability is assumed for such damage as is not reported without delay to the cleaning contractor appointed by Messe München GmbH.
3. Statutory regulations apply in the case of harm to life, body or health.
4. No liability is assumed for the negligent breach of non-material contractual duties.

5. The limitation of liability also applies in favor of the employees of Messe München GmbH and the cleaning contractor appointed by it as well as the latter's agents and subcontractors.
6. Liability for indirect or direct consequential damage and damage due to lost profit is ruled out.

**§ 7 Force majeure**

Should it be impossible for the cleaning contractor appointed by Messe München GmbH to provide a service due to force majeure notably as a result of raw material, energy and labor shortages, labor disputes, serious transport disruptions, non-culpable or unforeseeable operational disruptions, regulatory measures that are not attributable to it, pandemics or other events beyond its control, there is no obligation to provide the service for as long as the hindrance to service provision lasts and providing the cleaning contractor appointed by Messe München GmbH has informed the customer of this in writing in good time.