

General Terms and Conditions of Business of ISS Facility Services Nord GmbH

Department Exhibition Cleaning

1. All services offered and performed are subject to these terms and conditions of business. Through his order, the customer declares that he is aware of and in agreement with our terms and conditions. Any own terms and conditions prescribed by the customer are hereby rejected. Deviations shall only be valid with our prior, written confirmation.
2. The contract shall come into effect upon acceptance by the company ISS Facility Services Nord GmbH, Department Exhibition Cleaning, and for the duration of the event.
3. The services of the company ISS Facility Services Nord GmbH, Department Exhibition Cleaning comprise the work set out under the individual price groups in the order forms B76 and B78 of Messe Düsseldorf. In the event of orders from Group L, the reusable material bags will be delivered at the latest by the start of the event. The basis for invoicing is the m² area of each stand as shown in the official hall plan of Messe Düsseldorf, possibly plus aisle areas included in the stand as well as stand space on the second level. At least one working hour will be charged for the price groups V (pre-cleaning) and G (glass cleaning). With V (pre-cleaning) and G (glass cleaning) the travel time incurred will be invoiced in addition. If additional devices are provided to the exhibitor for use, this shall be on a rental basis from the 1st day of the validity period until the end of the event. The devices will be delivered to the stand and collected on the final day following the end of the event. The devices must only be used for the agreed purpose. During the period of rental, the exhibitor shall be liable for the replacement value in the event of damage, perishing and loss.
4. The customer shall grant the company ISS Facility Services Nord GmbH, Department Exhibition Cleaning access to the cleaning areas and electricity connections, and shall hand over keys if necessary. Water and electricity will be provided free of charge by the customer; attention must be paid to economical use.
5. The prices set out in the Messe Düsseldorf order forms B76 and B78 are those valid as from 01.01.2016. They are subject to the respectively applicable turnover tax. Significant cost increases due to changes in collective bargaining or by law, in particular social security and tax provisions entitling ISS Facility Services Nord GmbH, Department Exhibition Cleaning to a corresponding change in prices. The customer hereby declares his agreement to any increases which will be advised to him.
6. The agreed remuneration of this contract shall become due with the start of the event and must be paid before the event starts without any deductions.
7. Complaints concerning the performance of the agreed cleaning work must be notified to the ISS company within 2 hours of opening of the event to the public on the respective date. Later complaints are excluded. In the event of proven complaints, the ISS company shall be obliged and entitled to rectify these. In all cases, dissolution of the contract or a reduction in the remuneration is only possible if the rectification has failed. In the event of non-conformity with the contract of a minor nature only, in particular only minor defects, the customer shall not have the right to dissolve the contract. Apart from this, the ISS Company shall assume no warranty for defects and damage, attributable to the fact that the customer has failed to pass on important information concerning the nature and quality of the areas and items to be cleaned to the company ISS Facility Services Nord GmbH, Department Exhibition Cleaning.
8. Following placing of the order, termination or nullification of the contract by the customer is only admissible given the presence of an important reason, the existence of which must be proven by the customer. A once-off, justified complaint as per no. 7 is not an important reason.
9. The company ISS Facility Services Nord GmbH, Department Exhibition Cleaning shall be liable for compensation for damages in accordance with the following: If a vicarious agent of the ISS company culpably causes damage during the performance of contractual obligations, the level of liability shall be limited to the foreseeable damage typical for the contract. The same shall apply for the negligent causing of damage by the user, his legal representatives or his leading employees. If a vicarious agent negligently violates a non-fundamental contractual obligation, liability shall be excluded. Apart from this, the statutory provisions shall apply.
10. The contracting partners undertake neither to entice away employees directly nor to arrange for third parties to do so. A contractual penalty of €500,00 is hereby agreed for each case of contravention.
11. The customer can only offset against claims that are undisputed or which have been determined as legally valid.
12. Place of performance and place of jurisdiction for all rights and obligations arising from the contract is Düsseldorf, including for action concerning payment of cheques.
13. Should a provision of these terms and conditions of business or a provision of other agreements be or become invalid, the validity of all other provisions and agreements shall remain unaffected.
14. All legal relations shall be governed by German Law.

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An ISS Facility Services Holding GmbH company

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