



## Your advantages:

- free admission to the trade fair for the staff you ordered and no travel expenses
- a contact person from the agency is available during the entire duration of the trade fair
- replacement of staff if necessary

## Your guarantee:

- no ostensible self-employment of hostesses due to proper registration
- Profi Tess has statutory authorisation for the supply of temporary staff

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**Orders received at the beginning of stand set-up or later are subject to a 20 % surcharge.**

The calculation of the estimated total amount will be carried out immediately upon confirmation of the order. The established invoice must be settled at the latest 3 working days before the start of the event by bank transfer to the indicated bank account. Orders received at short notice before or during the event must be paid in cash or by ec-cash, Maestro or credit card. For additional services rendered during the event, the customer gets an invoice.





# General Terms and Conditions

**General Terms and Conditions of Profi-Tess/T.I.M.E. Veranstaltungsservice GmbH, represented by CEO Udo Kümmerle, Schneckenbergstr. 21, 70469 Stuttgart, Germany, (HRB 20564, Register of companies), Trade fair hostesses and stand set-up staff**

These general terms and conditions of business apply to all offers - now and in future -, confirmations of order and contracts in the field of temporary employment. With signing the contract, these general terms and conditions are being classified as accepted and agreed upon, even if the initiator hasn't validated separately or in case other terms were tried to make applicable. Any provisions to the contrary in the customer's general terms of business are hereby superseded. The company Profi-Tess/T.I.M.E. Veranstaltungsservice GmbH, Schneckenbergstr. 21, 70469 Stuttgart, hereinafter referred to as Agency, is holding the official permit of commercial supply of temporary workers, issued by the Federal Employment Office, Regional Management Baden-Württemberg, Stuttgart.

## Preamble

Within the law of temporary-employment agency work the agency is providing temporary personnel on-site as stated in the closed contract. Any employees' benefits are subject to be paid by the agency. Any job characteristics or eventual new arrangements are solely to be declared with the agency. In case of the employee needs to be changed to another field of work or transferred to another location it needs to be affirmed by the agency.

## 1. Preface

The employee is subject to the guidance, the supervision and the statement of work of the customer. The employee has to obey the work schedule of the customer and has to follow all instructions under conditions of all relevant legislation. The customer is to be obliged to fulfill the responsibilities of the German Labor Protection Right (Arbeitsschutzrecht) and of the Declaration of Equal Rights (Gleichbehandlungsgesetz). The customer is discharging the agency of any claims of employees when violating the above-mentioned rights. The agency has the right to check on the compliance of these regulations in person or through a delegate. In case of violation, the customer is subject to compensation or continued remuneration.

The customer is to be obliged to inform the agency's employee about its general work rules and the general company's rules. The employee is bound to professional discretion about his compensation and all business transactions of the customer. The obligation of secrecy about compensation and any other business transactions are incumbent upon the customer as well to both, the employee or to third party.

The customer is not authorised to make any payments on account or any other payments into the hands of the employee. The agency is neither liable nor responsible for any payments from the customer to the employee. Any setoff of the customer towards outstanding debts of the agency is impossible.

The invoicing is managed on the basis of signed employment records of the employee. The customer shall sign the employment record after completion of each order, or, failing that, shall accept the employment record presented by the employee. Any employment record presented directly by the customer to the agency will only be acknowledged after being approved by the employee.

The customer is obligated to grant the employee all access to social facilities of its business. Since the employee is subject to the guidance, supervision and statement of work of the customer, the agency is not liable for any damage caused by the employee. The customer exempts the agency from all claims of third parties referring the employee's accomplishment of his duties while on-site. Any occurring industrial injuries are subject to immediate written notification to the agency.

Extraordinary circumstances may lead to withdrawal or delaying of the order. This includes an impossible or hindered start of employment (e.g. strike or similar) or the default of payment by the customer. In this case the agency has the right to remove their employee(s) without previous notice. The agency will be anxious to find a substitution in case of a no-show or cancellation of the employee but is not obligated to do so. There is no entitlement to damages.

## 2. Hourly wage rate and payment

The hourly wage rate is effective without surcharge for overtime, nighttime or Sunday/general holiday unless otherwise expressly agreed.

The estimated total amount of the order is calculated after confirmation of the contract. The invoice is due three days previous to the event via bank transfer. Orders on short notice or during the event or trade show are subject to prompt reimbursement on the spot in cash or EC-cash, Maestro or major credit card. Additional service occurring during the event or trade show will be invoiced separately.

## 3. Cancellation, warranty and liability

All employees of the agency have assessed qualifications and are selected according to the requirements of the job at hand. The agency is liable and responsible only for malicious acts or gross negligence on part of its employees. The agency assumes no liability for damages caused by the employee or any malperformance. For any further reaching claims the agency is not liable.

If the customer is not comfortable with the performance of an employee, he has to inform the agency instantaneously on the first day of work. In this case there will be no charging for the first four hours of work. Within reasonability but without legal obligations, the agency is trying to find a replacement. The customer has to notify the agency of all required qualifications for the job assignment in advance. Failure to do so is the customer's issue. In case of sickness, the employee will be replaced by the agency as far as possible, but there are no legal commitments.

The cancellation of the order after written confirmation is excluded. Where the customer withdraws from his order within 14 days before the start of the event, the customer must pay 20% of the contractual sum as liquidated damages. Should the customer cancel up to 48 hours prior to commencement of the event then 40% of the contracted sum shall be payable. If the cancellation occurs less than 48 hours prior to commencement of the event 80% of the contracted sum shall be payable.

After start of the event a withdrawal is excluded. The right of extraordinary notice of cancellation with reasonable cause remains unaffected.

## 4. Personnel service

The customer engages not to entice away any employees, respectively not to employ them within one year of the work being completed by the employees. In the event of contravention, the customer engages to pay a contractual penalty of EUR 7.500,00. Excluded from this regulation are mutual agreements on taking over a student employee.

## 5. Force majeure

Should events or conditions beyond the control of the agency, such as acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, natural disaster, civil disturbance, or any other emergency beyond the parties' control, make it inadvisable, illegal or impossible to perform the obligations of the contract, the agency may cancel or delay the contract without liability. After 30 days of persisting conditions of Force majeure the customer has the right of extraordinary notice of cancellation.

## 6. Setoff and Right of retention

The customer may only offset such claims against the agency as they are undisputed or legally recognized. Pecuniary claims by the agency shall not be objected by the right of retention, even under notification of defects, only when they origin from the same legal transaction.

## 7. Final clause

This agreement is construed in accordance with and subject to German law. All contractual partners agree on this. This also affects cross-border contracts. These general terms of business of the agency apply on all contracts with the agency. Separate or diverging provisions are objected. Any agreement deviating from the provisions of these General Terms and Conditions shall be drawn up in writing. In case one or more of the provisions contained in these Terms and Conditions and/or agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these terms and conditions shall not, in any way, be affected or impaired. Any provision which is fully or in part invalid, illegal or unenforceable shall be replaced by a provision which best meets the economic purpose of the replaced provision; the same applies in the case of an omission. Any unenforceable provision may be substituted for a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

Any collateral agreements, amendments to or supplements of this agreement must be in writing in order to be valid.

Place of fulfillment and place of jurisdiction is Stuttgart, Germany.

Status of the Conditions of Business: Mai 2009

In the event of inconsistencies between the German and English version of these General Terms and Conditions, the German version shall prevail.

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