



## Binding procurement information for partners

### *Guiding principle*

***The ultimate priority of Leipziger Messe is the foresighted, flexible and creative fulfilment of the requirements and requests of our guests and customers. To achieve this we require your support as a capable and innovative partner. In our collaboration we place high demands on quality and punctuality. We identify outstanding co-operation in the regular striving for the optimisation of quality, processes and costs.***

### Important information

- To ensure effective and prompt communication we require an active E-mail address from you.
- The submission of an offer should always be made to the Purchasing department, with offers viewed as binding unless jointly agreed otherwise.
- Offers submitted via E-mail should be sent to the Purchasing department member named or to **g.freund {at} leipziger-messe.de**. The signature pages of the offer at least should be subsequently sent via post.
- Offers submitted via fax should **only** be sent to the Purchasing department fax machine **+49 (0)341-678 83 52**.
- Offers submitted by post in sealed envelopes should be addressed as follows:  

**Angebot, nur durch Abt. Einkauf öffnen!**  
**Leipziger Messe GmbH**  
**Abt. Einkauf**  
**Messe- Allee 1**  
**D-04356 Leipzig**
- No amendment of texts and quantities may be undertaken in the tender documents.
- Comparable alternative offers may be made, however, there is no right to evaluation.
- If, prior to the provision of services, it is already evident that an agreed date cannot be met, autonomous countermeasures are to be undertaken. The Purchasing department of Leipziger Messe is to be informed of this without delay. The same also applies for foreseeable deviations in quality and quantity.
- Orders are placed pursuant to BGB and VOL and VOB (official contracting terms for award of service performance and public works contracts), unless otherwise agreed.
- General Terms and Conditions of a partner that are submitted shall only apply with the express confirmation of the Purchasing department of Leipziger Messe.
- Goods and services are always to be delivered free to place of use, with transfer of risk at place of use (generally the Leipziger Messe), unless otherwise agreed.
- The following contractual penalty term is agreed following the elapsing of a contractual deadline: 0.2% of the net order value per calendar day, limited to a maximum of 5% of the net order value.
- A formal, written acceptance/ of the performance is deemed to be agreed.
- Place of jurisdiction is Leipzig.

### Additional information for building services in the broadest sense

- The VOB/B + /C (construction contract procedures) apply, unless otherwise agreed.
- The Bidder shall inform himself and familiarise himself with the local conditions in depth prior to submitting his offer. He shall be given the opportunity to submit technical queries.
- Leipziger Messe may at any time request that the Bidder break down the offered prices into material and service/performance components.
- With the submission of his offer the Bidder acknowledges the "Safety and General Terms for
- Leipziger Messe requests the compilation of the standard revision documents at all times, including where these are not separately requested.
- The execution of services must enable the clearing of the site and utilisation of the area by Leipziger Messe within a reasonable time period in the event of unscheduled cessation of work.
- With the submission of an offer you also declare your willingness to provide services also outside of standard working hours.
- Rubble and debris are to be removed from the

Maintenance Work and Extension/Development Work", the "House Rules" and the "Data Protection Agreement" of Leipziger Messe.

- Foremen and contract managers must be fluent in the German language and their name, address and telephone number registered with Leipziger Messe prior to the provision of services.
  - Leipziger Messe may request payment of security pursuant to § 17 VOB/B on the basis of the net order value for contractual fulfilment or guarantee.
  - The following contractual penalty term is agreed following the elapsing of a contractual deadline: 0.2% of the net order value per calendar day, limited to a maximum of 5% of the net order value.
  - Additional working hours shall only become a contractual component following prior announcement and with written confirmation by Leipziger Messe. The hourly rates are to be stated prior to commencement of work.
  - The items of the offer shall also include calculation of all unstated ancillary services required for the complete achievement of the named objective or function.
- construction site on a daily basis, order is to be established daily.
  - Storage areas for material may only be provided with express, prior agreement.
  - Notional acceptance is excluded in all cases.
  - Relevant information, declarations and, where applicable, certification should be submitted with the offer, where these are not already present (e.g. valid certificate of exemption from the tax office, completed company information form, subcontractors, provisional work schedule, where applicable)
  - LM may also request further information; this should be submitted promptly.

***Leipziger Messe, Central Purchasing Department***

## Safety and General Terms for Maintenance Work and Extension/Development Work

<p>Legislation, occupational health and safety and codes of practice oblige us to avert danger and risk for persons and/or material. For this reason, all those working on the exhibition centre site and/or on behalf of Leipziger Messe GmbH are obliged ...</p> <ul style="list-style-type: none"> <li>- to apply measures that exclude risk or damage</li> <li>- to observe the relevant regulations;</li> <li>- to observe the house rules and fire prevention regulations</li> <li>- to observe fire prevention measures;</li> <li>- emergency exits are to be kept clear and fire doors kept closed; it is not permitted to prevent these from closing;</li> <li>- to inform the hall inspector and/or the contact partner at Leipziger Messe GmbH <u>before</u> welding, cutting or other work involving the creation of smoke, flames and sparks or the generation of dust, as the site is equipped with automatic fire alarm systems and fire extinguishing systems. Approval to conduct these activities is to be procured <b>daily</b> prior to the commencement of work.</li> <li>- to prevent environmental damage (e.g. by use of collecting trays, filters etc.)</li> <li>- to secure the construction site, the construction site facilities and the materials;</li> <li>- to employ protective equipment, where this is necessary or prescribed;</li> <li>- to promptly report accidents involving personnel or material damage to the hall inspector/caretaker, customer or control office of the exhibition centre (telephone number <b>(678) 8888</b>)</li> </ul>	<ul style="list-style-type: none"> <li>- to check adherence to measures taken;</li> <li>- prior to commencement and after completion of work: to report to the contact partner at the Messe (e.g. caretaker/contract manager) - including provision of mobile phone number - and to receive instruction in peculiarities and procedures prevailing on site.</li> <li>- if the Contractor notes that other companies/individuals beside him are working in the area, he shall co-ordinate working procedures and protective measures with these, independently.</li> <li>- to provide documented proof of accident prevention instruction for persons working for the Contractor on the exhibition centre site (responsible: contractor management). Any safety co-ordinator that may be required shall be provided by the Contractor himself, free of charge. The office of the hall inspector contains: <ul style="list-style-type: none"> <li>- first aid equipment</li> <li>- telephone and extension directory</li> </ul> </li> </ul> <p>Emergency telephone numbers and internal telephones are also to be found at the hall gates and in other areas.</p> <p>In the case of queries or clarification, the Customer or occupational health and safety staff should be consulted <u>prior</u> to commencement.</p> <p>Information regarding failure to perform of third parties is to be investigated. Failure to note this information shall be at the expense of the Contractor. Leipziger Messe GmbH reserves the right to undertake all measures for the direct prevention of hazards. Any subcontractors employed by the Contractor shall also be subjected to these obligations in averifiable form.</p> <p><b>signed: Schaffors</b> Head of Safety</p> <p><b>signed: Förster</b> Occupational Health and</p>
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<ul style="list-style-type: none"> <li>- in cases of danger to comply with instructions, to pass on the alarm, provide assistance to third parties, to report the completeness of the workforce to Leipziger Messe GmbH via the contract manager.</li> <li>- to follow the instructions of staff of Leipziger Messe GmbH or its agents (security companies etc.).</li> <li>- to forward information to those directly affected (e.g. hall inspector/caretaker);</li> <li>- to instruct personnel;</li> <li>- to maintain cleanliness on site;</li> </ul>	<p style="text-align: right;"><i>Operational Management Officer</i></p> <p>We have received a copy of this information, the measures stated above have been noted and forwarded to all staff employed.</p> <p>Date .....</p> <p>Contractor .....</p> <p><b>Important telephone numbers :</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Fire service</td> <td style="text-align: right;">112</td> </tr> <tr> <td>Police</td> <td style="text-align: right;">110</td> </tr> <tr> <td>Medical care (Städtisches Klinikum St. Georg)</td> <td style="text-align: right;">0341- 90 900</td> </tr> <tr> <td>Exhibition Centre Control Office</td> <td style="text-align: right;">0341- 678.8888</td> </tr> <tr> <td>Head of Security</td> <td></td> </tr> <tr> <td>Exhibition Centre Site</td> <td style="text-align: right;">0341- 678.6666</td> </tr> </table>	Fire service	112	Police	110	Medical care (Städtisches Klinikum St. Georg)	0341- 90 900	Exhibition Centre Control Office	0341- 678.8888	Head of Security		Exhibition Centre Site	0341- 678.6666
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LMG  
19/07/2006

Status:

## House rules of Leipziger Messe

1. The exhibition centre site is private property. The owner is Leipziger Messe GmbH, Messe Allee 1, 04356 Leipzig, telephone +49 (0)341 6780. The owner has domiciliary rights for the entire site, including the buildings situated upon it. In addition to Leipziger Messe, the respective organiser is also entitled to exercise property rights. The house rules apply for all persons accessing the private property of Leipziger Messe, whether on foot or in a vehicle.
2. During the official opening hours of the respective event visitors may only access the exhibition centre site and the buildings situated upon it, whether on foot or in a vehicle, with a valid admission ticket or a pass issued by Leipziger Messe. An exception to this is the headquarters of the Leipziger Messe administration. Presence on the private property is only permitted for the times and buildings specified on the admission ticket or pass.
3. The facilities open to visitors are to be used by these in a careful and considerate manner. All other facilities may not be accessed or operated by visitors. Children that have not yet completed their 14th year of age may only enter the exhibition centre site and the exhibition halls in the company of a parent or guardian. Exceptions to this only exist with express notification at the ticket office.
4. Exhibition stands may only be accessed under the supervision of the responsible stand personnel. Photography on the exhibition centre site and in the exhibition halls is only permitted with the agreement of Leipziger Messe and the respective exhibitor.
5. Accessing the exhibition centre site by car is only permitted with the express authorisation of Leipziger Messe. Leipziger Messe shall only be liable for damage to/destruction and loss of the car where it has caused the loss through intent or gross negligence.

6. In particular, it is not permitted to leave prescribed paths and roads, enter closed-off areas, to cross fences, cordons or similar without authorisation or to bring in weapons, weapon-like objects, voice-amplifying devices, hazardous substances or animals. Dogs may be left with the hall manager of the Glass Hall for the duration of the owner's stay at the exhibition centre site. Where the nature of the event permits, Leipziger Messe may allow dogs on the exhibition centre site in exceptional cases. Furthermore, without prior written authorisation of Leipziger Messe it is forbidden to use bicycles, rollerblades, skateboards, scooters etc. during event hours; to distribute or display advertising or information material and to distribute objects for sale or free of charge. Begging and hawking is not permitted anywhere on the exhibition centre site. Smoking is only permitted in the designated areas.

**All liability of Leipziger Messe is excluded for loss of any kind arising from failure to observe prohibitions and instructions of these house rules.**

7. For reasons of security the supervisory staff of Leipziger Messe or third parties appointed by Leipziger Messe are authorised to check the contents of vehicles, bags and other containers as well as clothing such as coats, jackets and capes. The respective type of the event may lead to the prohibition of bags and other containers at the event.

8. It is essential that the instructions of the supervisory staff are obeyed. In the event of infringement of the house rules and other significant disturbance and harassment of other event participants Leipziger Messe reserves the right to bar the infringing or disrupting parties definitely or indefinitely.

9. All hall areas and the outdoor and parking areas of the exhibition centre site are subject to video surveillance by Leipziger Messe.

Leipzig, August 2007

Leipziger Messe GmbH

**In preparation of our contractual collaboration**

Dear Sir or Madam

The revision of data protection terms requires that all processors and users of personal data formulate express contractual terms regarding the handling of personal data. Existing contracts are to be supplemented accordingly. In order to satisfy the requirements of the legislator, we propose the formulation of a corresponding, brief agreement that applies to our co-operation as a whole. Below you will find a brief agreement text here regarding this. We request that you sign this in a legally-binding manner and return it to us.

Yours faithfully  
Purchasing Department, Leipziger Messe

V.200

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Leipziger Messe GmbH  
Messe-Allee 1  
04356 Leipzig

and .....(stamp)

agree that the following data protection regulations are a key component of all contractual agreements and other agreements made between them.

***"The contracting parties shall treat all information concerning personal data made available to themselves, their staff or appointed third parties for the purpose of fulfilling contractual obligations in a confidential manner. The contracting parties shall not use or utilise this information concerning personal data in any way except as required for fulfilling their contractual obligations. The contracting parties shall observe all obligations pertaining to the federal data protection act and shall oblige their staff and appointed third parties to do likewise. This obligation shall also extend beyond the end of the contractual relationship."***

This agreement becomes valid with immediate effect.

Date: .....

Leipziger Messe GmbH:

aforementioned company:

***- The management of  
Leipziger Messe -***

.....  
Managing Director