

## **§1 General, scope of Application**

(1) These general terms and conditions - hereinafter referred to as "GTC" - of the agency BOS Agency for Marketing Design, Schulstraße 17, 53773 Hennef – im referred to below as "Agency" - apply to agency services in the areas Trade fair, event and promotion.

## **§2 Conclusion of contract**

(1) At the request of the client, the agency will send a non-binding offer. These offers are subject to change and non-binding. A contract is only concluded when the client issues a written order.

(2) The offer is subject to errors or price changes.

(3) The agency reserves the right to change prices if the booking is made less than 5 working days before the start of the project.

(4) Any shipping costs and unforeseeable costs will be charged additionally.

(5) The fee per hour for additional agency services that are not presented and offered in the offer is €110.00/hour

## **§3 Termination**

(1) Cancellation/ termination of the order already placed (in whole or in part) by the client can only be made for important reasons. In the event of termination/cancellation, the agency is entitled to charge the following amounts: 4 weeks before the start of the project 30%, 14 days before 50%, up to 7 days before 80%, up to 3 days before 100% and during the project 100% of the total amount .

## **§4 Terms of payment**

(1) 100% of the order amount must be paid to the agency's account before the start of the project by invoice, bank transfer or credit card without any deductions.

## **§5 booking details, processing**

(1) The working day includes the number of hours of the official opening times of the event for which the booking is made (including a 1-hour break), which is calculated independently of the actual working hours. Additional hours will be charged additionally. If the client does not grant a 1 hour break/day, the agency will charge 1 hour as overtime as compensation. The offer refers to the specified

number of working days, different booking durations can lead to a price change.

(2) The agency will take into account the client's preferences for certain candidates, however, in cases of illness or other circumstances which require the intended candidate to resign from the position, the agency will notify the client

inform and arrange for a suitable replacement. The agency cannot be held liable for cancellations of candidates due to illness or other important reasons.

(3) During the event, only employees of the agency are authorized to issue instructions to the exhibition staff. Deviating/supplementary tasks to the tasks mentioned on page 3 of the offer may only be initiated by employees of the agency and require prior agreement.

## **§6 Liability**

The agency is not liable for damage, disadvantages or losses in the event of non-performance or poor performance of the order.

## **§7 Jurisdiction**

Place of jurisdiction is Bonn, German law applies

## **§ 8. Severability Clause**

Should individual provisions be ineffective or unenforceable or order placement become ineffective or unfeasible, this shall not affect the effectiveness of the remaining provisions. In place of the invalid or The unenforceable provision shall be replaced by an effective and enforceable provision whose effect comes as close as possible to the economic objective pursued by the parties with the ineffective or unenforceable provision. The same applies to any regulatory gaps.

General Terms and Conditions of Business in the version dated 01.03.2023