

General terms and conditions for business

1 General

- 1.1 The following terms and conditions shall be exclusively decisive for the offers, deliveries and services of the Agency.
- 1.2 General terms and conditions of business of the Client shall only become part of the contract if these are recognized in writing by the Agency. In all cases, acceptance of the service shall be deemed to represent recognition of these general terms and conditions of business.

2 Conclusion of the contract and contractual contents

- 2.1 The offers shall always be subject to confirmation. The offers of the Agency which are designated as "cost frameworks", "cost sketches" or "large cost calculations" shall be non-binding.
- 2.2 The contract shall normally come into existence at the time of the written order confirmation of the Agency. However, orders which have also been issued shall also be deemed to have been accepted if these are not objected to by the Agency in writing within 10 working days.
- 2.3 Should orders be processed according to the instructions of the Client and the documents made available by it or the respective events management, the Agency shall not incur liability in respect of the correctness and suitability of the said documents, unless their defectiveness and unsuitability are not recognized due to intent or gross negligence.

3 Prices

- 3.1 The offers shall only be valid in case of undivided orders.
- 3.2 The Agency shall be entitled to provide partial services and to charge for these separately.
- 3.3 All prices shall be purely net prices without value added tax.
- 3.4 Unless otherwise agreed, the engagement of third parties shall take place in the name of the Agency and an account of the Agency. In such a case, the Agency shall not be obliged to render account for the services provided by third parties on its behalf or to submit invoices to the persons engaged by these.
- 3.5 Services which are not quoted in the offer which are carried out on the request of the Client or additional expenses which are connected to incorrect information provided by the Client, due to transportation delays for which we are not responsible or due to third party preliminary services which are not provided on time or correctly, provided that such third parties are not vicarious agents of the Agency, shall be charged to the Client additionally in accordance with the current remuneration rates of the Agency.

4 Transportation and packaging

- 4.1 The objects of delivery shall always be transported at the expense and risk of the Client, unless otherwise agreed. Unless instructions to the contrary are present, the Agency shall take a decision concerning dispatch at its discretion, without responsibility. For certain packaging or the cheapest and fastest route.
- 4.2 The Agency shall be entitled, but not obliged, to take out transportation insurance, the cost of which shall be borne by the Client.
- 4.3 Any damage during transportation must be notified to the Agency immediately. On request, claims against the transportation company will be assigned to the Client.
- 4.4 Objects of the Client which are necessary for the provision of services on the part of the Agency must be delivered free to the door or to the location specified by the Agency at the agreed time. The return deliveries of such part shall take place freight collect from the place of use at the risk of the Client.
- 4.5 The destruction of the delivered materials during transportation or the loss of the delivered materials for which the Agency is not responsible shall be borne by the Client.

5 Acceptance and transfer of risk

- 5.1 The Client shall be obliged to accept the services of the Agency at the date of completion stated by the latter.
- 5.2 As a rule, the acceptance shall take place on the occasion of general samples and/or test runs. This shall not apply in respect of planning services, which shall be deemed to be complete and capable of acceptance at the time of receipt by the Client.
- 5.3 Any outstanding partial services or the correction of defects shall be made up or corrected as quickly as possible. Should these not significantly impact on the function of the object of delivery, rejection of acceptance shall not be justified.
- 5.4 Should the service of the Agency not be able to be made available to the Client for reasons in which the Client is responsible, the risk shall be transferred to the Client on the day of receipt on notice of completion. The service of the Agency shall then be deemed to have been fulfilled.

6 Termination

- 6.1 In case of termination by the Client without important reasons, the Agency shall receive the agreed remuneration for the services, which have already been provided. In respect of services which have not yet been carried out, 40% of the Fee agreed for such services shall be agreed as saved expenses.

- 6.2 Should the Client not accept the services of the agency despite a declaration of completion without good reason, should the Client not comply with its payment obligations or not comply with such obligations correctly, then following the setting of a reasonable period of grace, the Agency shall be released from its obligation to provide services and shall be entitled to demand damages due to nonperformance.
- 6.3 As damages, the Agency shall be able to demand the value of the services provided until the time of termination of the contract and 30% of the value of the services which have not yet been provided. The Client shall be entitled to provide proof that no loss has been incurred or that the loss was not incurred to the stated amount. The Agency shall reserve the right to assert damages claims in respect of losses which can be proven to be higher.

7 Warranty

- 7.1 The Client shall be obliged to check the services of the Agency at the time of acceptance and to immediately report any defects. Should a defect not become apparent until later despite a careful inspection, immediate notification must be provided. In all cases, defect complaints must be received by the Agency at the latest 7 days after completion of the event.
- 7.2 As a rule, the Client shall only be entitled to demand improvement as a warranty. The type and method of the proper improvement shall be in accordance with the discretion of the Agency, which shall also be entitled, at all times, to provide a replacement delivery.
- 7.3 The Client shall be entitled to demand rescission of the contract (redhibition) or a lowering of the price (reduction) if at least two correction attempts in respect of the same defect have failed.
- 7.4 Should improvement be excluded due to time expiry (end of the event), the Client shall only be entitled to a right of reduction.
- 7.5 The Agency shall be entitled to refuse correction of defects should the Client not have properly complied with its contractual obligations, in particular its payment undertakings.
- 7.6 Should the defect notification be made late or should no reservation have been made at the time of acceptance / handover due to known defects, the warranty claims shall lapse in full. The same shall apply should the Client carry out amendments by itself or make the determination of the defect more difficult for the Agency.
- 7.7 Damages claims, in particular due to breach of the improvement obligation, shall be excluded, unless these are based on intent or gross negligence.

8 Liability

- 8.1 The Agency shall only incur liability for performance in line with deadlines and quality if the Client has properly complied with its contractual obligations, in particular those concerning timely payment.
- 8.2 No liability shall be assumed in respect of defective deliveries and services of external providers which are engaged on behalf of the Client, unless an intentional or grossly negligent breach of duty of care in respect of the selection and monitoring of the external provider can be substantiated on the part of the agency. If applicable, the Client can demand the assignment of the claims of the Agency against the external provider.
- 8.3 Unless otherwise agreed, the Agency shall not incur liability in respect of objects provided by the Client, unless the Agency has caused the damage or destruction of the said objects due to intentional or grossly negligent actions.
- 8.4 Damages claims of any kind, also including such damage which was not caused to the object of service itself, for example due to delay, impossibility of the service, positive breach of obligation, fault at the time of conclusion of the contract and unauthorized acts shall be excluded, unless the loss was caused due to intentional or grossly negligent actions and unless the fulfilment of the contract is thwarted or endangered by the exclusion of the damages claims.
- 8.5 The liability for (consequential) losses which are not typical of the contract shall be excluded. This shall also apply in case of gross negligence.
- 8.6 Should losses not have been caused by the Agency intentionally or grossly negligently, the liability shall be limited to 10% of the agreed order fee to a maximum of 25,000.00 euros.
- 8.7 Should gross negligence on the part of the Agency be proven, the liability for losses shall be limited to the amount of the order Fee.
- 8.8 The limitation of liability shall apply to the same extent to vicarious agents of the Agency.
- 8.9 Damages claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall not be affected thereby.

9 Property rights

- 9.1 All commercial property rights (copyright and performance protection rights, trademark rights, performance protection under competition law, patent rights) existing on the part of the agency and its employees or third parties engaged by it, also on behalf of the Client shall, unless expressly agreed otherwise, remain exclusively with the Agency. The transfer of rights of use and exploitation shall require a written agreement and shall always apply only to the concrete event. Amendments to concepts, drafts etc. may only be undertaken by the Agency or by persons who have been expressly engaged by the Agency accordingly.

- 9.2 The Client shall only be entitled to use the concepts, drafts etc. of the Agency in accordance with its own purpose intended under the contract. Duplications shall only be permitted with the express prior agreement of the Agency. Printed materials, work Films and negatives which are produced by the Agency or on behalf of the Agency shall remain its property, even if these are charged to the Client.
- 9.3 In respect of the performance of orders in accordance with the information or documents prescribed by the Client, the Client hereby provides an undertaking that no third party property rights are being breached by the manufacture and delivery of the services which are being performed in accordance with its in Formation and documents. The Agency shall not be obliged to check whether the information or documents handed over by the Client for the provision of services breach or could breach third party property rights. The Client shall be obliged to immediately release the Agency from all possible third party damages claims and to compensate all lasses connected to the breach of property rights and, if requested, to provide advance payment. The Agency shall be entitled to record the event and to use the recordings together with background information concerning the project for the purpose of documentation and its own PR measures.

10 Retention of documents

- 10.1 The Agency shall retain the documents which concern the order for a period of 6 months. In case of the provision of original information (slides, disks). The Client shall be obliged to produce duplicates. The Agency shall not incur liability for Client drafts whose return is not requested within one month.

11 Payment terms

- 11.1 The Agency shall be entitled to charge for each individual service immediately following its provision.
- 11.2 Unless otherwise agreed, invoice amounts shall be due for payment immediately following receipt of the bill.
- 11.3 In addition, in order to cover its expenses, the Agency shall be entitled to demand advance payments as follows:
- _ 30% of the agreed remuneration an issuing of the order
 - _ 30% of the agreed remuneration at the start of production
 - _ 30% of the agreed remuneration up to 14 days prior the First event day
 - _ 10% of the price on receipt of the final invoice
- 11.4 Deductions of any kind shall be excluded. No interest shall be paid on deposits.

- 11.5 In case of payment de fault following a warning, the Agency shall be entitled, regardless of further claims, to charge default interest to the amount of the minimum rate of interest and provisions of the major banks (however at least 5% above the respective reference interest rate of the European Central Bank). The Client shall retain the right to provide proof of a lesser loss.
- 11.6 In case of payment default following the setting of a deadline with the threat of rejection, the Agency shall also be entitled to rescind the contract and to demand damages due to non-performance. The regulation under Number 6.3 of these terms and conditions shall apply in respect of the amount of the damages.

12 Setting off and assignment

- 12.1 The Client may only set off with counterclaims which are undisputed or which have been recognized by a court.
- 12.2 The rights of the Client under this contractual relationship may only be assigned with the prior agreement of the Agency.

13 Data protection

- 13.1 It hereby is being pointed out that within the framework of the business relationships or in connection with such persons, personal data will be processed in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz), regardless of whether this originates from the Agency itself or from third parties.

14 Place of performance and place of jurisdiction

- 14.1 The place of performance and place of jurisdiction for all disputes between the parties under the contractual relationship shall be the place of business of the Agency, should the Client be a businessman, legal person under public law or a public law special Fund. German law shall apply to the contractual relationship.

15 Closing provisions

- 15.1 Should a provision of these terms and conditions be ineffective or invalid, the effectiveness of the remaining clauses shall not be affected thereby.

Effective from 09/2016