

General Terms and Conditions of DAPP AG for services and work performances and renting

We are pleased to provide you with an English translation of these GTC, which we have created using the translation software DeepL (www.deepl.com). A guarantee for a correct translation can therefore not be assumed.

§ 1 When do these GTC apply?

(1) General:

We, the company DAPP AG, Heimstettner Straße 2, 85551 Kirchheim near Munich (hereinafter referred to as "we"), provide our services exclusively on the basis of these General Terms and Conditions.

(2) Validity also for future orders:

These GTC shall also apply to your future orders to us, unless we agree otherwise there. To this extent, these GTC shall then apply as a framework agreement.

(3) Your GTC:

Your General Terms and Conditions shall only apply to the extent that we have expressly agreed to them in writing.

(4) Amendment of our GTC in the future:

We shall be entitled to amend these GTC even after the conclusion of the contract for the current contractual relationship in accordance with this provision. We will notify you of the respective amendment in writing and inform you that the respective amendment will become part of the existing contract between us if you do not object to this amendment in writing or verbally within a period of six weeks from notification of the amendment. If you do not object within these six weeks, your silence shall be deemed to be consent to the amendment.

This procedure shall not apply if we repeatedly receive individual orders within a framework agreement that is subject to these GTC and expressly refer to the changes to the GTC and their inclusion as of this individual order when a new individual order is placed. If, with your consent, the contract is concluded with respect to this new individual order, the amended GTC shall apply without any objection period commencing.

§ 2 How and when is a contract concluded between you and us?

(1) Who makes the offer, who declares acceptance?

An "offer" from us shall only be considered a formally legally binding offer for the conclusion of a contract if we also expressly designate it as a binding offer.

Otherwise, your declaration that you wish to accept our "offer", our cost estimate or similar, is formally the legally binding offer for the conclusion of the contract.

(2) Until when must the offer be accepted?

You are bound to your offer for 4 weeks, i.e. we have 4 weeks to accept your offer. The contract between you and us is therefore binding if we accept this offer within this period.

(3) Binding nature of statements made by our employees/service providers:

Our employees or freelancers are not authorized to make verbal side agreements or to give written assurances that go beyond the actual contract, unless we have expressly designated this person as authorized beforehand.

§ 3 Subject matter of the contract

(1) General:

You are the organizer, unless otherwise expressly agreed.

The subject of the contract results from the individual offer or the service description.

(2) Substitution of services:

We may replace the agreed services with other, equally suitable services if the replacement is reasonable for you and the purpose of the contract is not jeopardized or impaired thereby.

(3) Use of subcontractors and sub-subcontractors:

We are entitled to use subcontractors (or sub, sub-subcontractors) to fulfill our performance obligations.

(4) Reservation of availability:

All services offered shall be provided subject to their respective availability at the time the contract is concluded by us.

If a service offered is no longer available at the time of demand and/or is no longer available at the price offered, we shall inform you of this without delay and, if requested, make a new offer.

(5) Dependence on third parties and circumstances:

In event planning, it is naturally unavoidable that many important key points cannot be agreed unalterably from the outset (e.g. number of participants, program, etc.): often a "building block" is dependent on other "building blocks", likewise the client must agree or the commissioning of service providers is dependent on the client's consent or approval.

Therefore, it is agreed that we are only responsible for the availability of third party services at the time of the event if this is expressly assured by us or if we do not refer to any deadlines for approval by you within the scope of our offer or in individual cases.

In this respect, we do not assume any responsibility from (consequential) damages that are based on a late or delayed release of individual services by you.

(6) Delays by you:

We shall not be responsible for any delays resulting from your failure to cooperate in due time or otherwise without undue delay.

We are also not responsible for poor performance resulting from the aforementioned delays, so that your warranty claims are excluded in this respect if we have informed you of the legal consequence within a reasonable period of time. Should the period prove to be unreasonably short in retrospect, it shall be replaced by a reasonable period.

(7) Duty to inform:

You must inform us in good time of all information which is or may be important for the execution of the contract.

§ 4 Prices and terms of payment

Gross or net prices:

All prices stated are net prices, i.e. they are to be understood plus legally owed sales tax.

(2) Currency and currency fluctuations:

All settlements shall be made in euros.

In case of payment with foreign currencies or means of payment, exchange rate differences and bank charges are at your expense.

For events and travel outside the euro currency area, there is a likelihood of currency fluctuations. In this respect, the total amount of the project in euros may depend on the exchange rate applicable at the time of the payment order to a service provider or subcontractor outside the euro currency area and may change. The exchange rates published by the European Central Bank on a daily basis at the time of settlement shall apply.

(3) Our costs and remuneration are estimates:

All remuneration and costs listed in an estimate or offer prepared by us are based on the planning status known at the time of preparation and are estimated values unless we have expressly designated them as fixed prices. We therefore reserve the right to make necessary changes for which we are not responsible.

This also applies to the deployment times of employees and contributors as well as to the deployment duration, quantity and type of equipment.

(4) Cost components not included = additional costs, if applicable:

Unless otherwise agreed, the following items are not included in our remuneration and costs:

- a. Travel costs from/to you and/or from/to the event location (2nd class train, 2nd class flight, rental car of medium quality; in case of doubt, the distance information from Google Maps is decisive).
- b. Required overnight accommodations (in an average 4-star hotel with single room occupancy).

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- c. Catering/meals of average type and quality (one hot meal per day and night) if the service is provided outside our place of business.
- d. If, for contractual reasons, our employees have to travel home after the end of the working day by public transport, reimbursement of any additional costs incurred as a result (e.g. cab) on presentation of proof.
- e. Costs for telecommunication to/from abroad.
- f. Costs for electricity connections and electricity consumption.
- g. Costs for water connections and water consumption.
- h. Security.
- i. Storage costs.
- j. Cost of garbage disposal.
- k. Costs for local or site-specific building inspections and permits.
- l. Costs of travel, drive-through, and parking permits.
- m. Costs of collecting societies and licenses.
- n. Country-specific duties and taxes.

You must pay for these costs yourself or pay them additionally, unless otherwise agreed.

(5) Handling fee for "mediation":

We are entitled to charge a handling fee of up to 15% of the net sum if we are commissioned to select, commission and/or supervise service providers/service suppliers and they conclude the contract directly with you.

(6) Handling of commissions, discounts & exclusion of the obligation to surrender:

We are entitled to retain commissions and discounts customary in the industry in the internal relationship with service providers or service providers commissioned by us (so-called kick-back commissions) without offsetting. However, this does not apply if the service provider or service provider has expressly designated the commission for you and has merely left it with us for onward transmission.

§ Section 667 of the German Civil Code is excluded in all cases, i.e. Section 667 of the German Civil Code does not apply even if you have concluded an agency agreement with us.

(7) Additional Services:

"Additional" shall mean a service to be provided by us which is necessary for the order but which has not been offered or included in the contract to date. If we are not responsible for the subsequent necessity, the additional services, insofar as we can reasonably provide them, shall be remunerated by you.

(8) Costs of third parties:

If costs for third-party services are not already included in our remuneration but are incurred in addition, you shall be obliged, in the event that we have to make payments to third parties in order to fulfill their contractual obligations, to pay these payments to us before they become due or to pay them directly to the third party on the due date. We shall not be liable for any damages resulting from a delay in payment if we have informed you in advance of possible legal consequences. We reserve the right to adjust the terms of payment to the respective terms of payment of the service providers, insofar as these were not already known to us at the time of calculation.

(9) Subsequent price changes:

We may subsequently increase the agreed remuneration and/or costs unilaterally if material manufacturing costs, material costs, procurement costs, production costs, wage and ancillary wage costs, social security contributions and/or energy costs, costs due to environmental regulations, costs due to currency regulations, costs due to changes in customs duties, freight rates or public charges (factors) increase, and if these costs directly or indirectly affect our contractually agreed services and if there are more than 4 months between conclusion of the contract and performance.

(10) Advance payments:

Unless otherwise agreed, 50% of the agreed total amount shall be paid immediately after conclusion of the contract.

The second installment in the amount of 50% of the total sum is to be paid 2 weeks before the event/travel date, in the case of a lesser advance payment also immediately after conclusion of the contract.

If no event/travel date is named or agreed, 50% of the agreed total sum is to be paid 2 weeks after conclusion of the contract, the second installment 2 months after conclusion of the contract.

These advance payments are an essential part of the contract.

(11) Partial services:

In the event of partial performance, we shall be entitled to demand corresponding partial payments.

(12) Invoicing:

We will issue the invoice for a project as soon as we have received all invoices from the contracted service providers or subcontractors.

Invoices are due immediately. If the receipt or the correctness of the invoice is disputed, we may demand immediate payment of the net amount resulting from our agreement (conclusion of the contract), if necessary with different dates for advance payments.

(13) Default, reminder:

Interest on arrears shall be charged at the rate of 5% per annum. We reserve the right to claim higher damages for default.

For each reminder, we may charge reminder costs in the amount of 5.00 euros net, unless you can prove lower damages, optionally the actual damage incurred.

(14) Special tax information in the case of foreign purchases:

Since in some countries there are taxes that cannot be deducted (so-called cost taxes) and these can also change during the execution of the contract, it is agreed that the calculated costs can also change in accordance with such tax changes and must be adjusted accordingly.

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Against this background, we are also entitled to increase the costs/prices if a state increases its taxes after submission of the price calculation, which are not deductible; the same applies to a reduction in taxes.

In addition to the net amounts, we charge the respective legally owed sales tax. Insofar as the services rendered by us are subject to the reverse charge procedure or the reversal of the tax burden pursuant to § 13b UStG (German Turnover Tax Act), we will invoice our services net with the note "Reverse Charge / Reversal of the Tax Burden". As the recipient of the services, you are then obliged to carry out the resulting sales taxation yourself.

(15) Risks of the implementation of the event or project:

You are also obligated to pay the agreed remuneration and costs if the event or the subject of the order is cancelled or interrupted or shortened in time for reasons for which we are not responsible and which are not due to force majeure.

This also applies if this occurs due to the lack of a permit, bad weather, cancellation of an artist, lack of visitor interest or similar, provided that we are not responsible for these reasons.

It is rebuttably presumed that terrorist threat situations, the threat of terrorist attacks, bomb threats or the finding of "dangerous objects" are assigned to your risk sphere.

This also applies to security considerations that are not caused by a culpable deficient performance on our part.

This also applies to a loss of the subject matter of the contract for which we are not responsible after the transfer of risk to you, if we owe the transfer of objects.

§ 5 Responsible persons, language, secure communication

(1) Designation of Persons:

You and we shall each designate at least one person who is authorized to issue instructions for the execution of the contract and who is authorized to issue and receive legally binding declarations.

You and we shall each appoint at least one person with authority to issue instructions, make decisions and have comprehensive knowledge of the specific event procedure for the duration of the set-up, dismantling and the event. This person must be present and available at all times during set-up, dismantling and the event. This does not apply to you if, according to the order, we are to supervise set-up, dismantling and the event independently.

(2) Language:

German is agreed as the language for the planning and organization as well as the follow-up work for the event. However, the German and English languages or statements in German and English (whether written or oral) shall have legally binding effect.

The language of production (i.e. the language used during the time on site at the event location, including set-up, dismantling, rehearsals and the event itself) is agreed to be German and English.

Unless otherwise agreed, personnel authorized to give instructions and personnel assigned to safety-critical situations must be proficient in the production language. "Proficient" means that the personnel must be able to safely conduct communication with other service providers, the organizer, the police, fire department, etc., even in unforeseen critical situations.

§ 6 Our position as general contractor or representative

(1) If we are a general contractor:

Insofar as we act as a general contractor and conclude contracts with service providers in our own name and for our own account, we are not obliged to disclose these names, contractual relationships or accounts outside the case of good faith (e.g. if you absolutely need the information to enforce your rights or claims).

In the event of disclosure, you are prohibited from using the information to place any future orders directly with our subcontractor.

(2) If we are agents or intermediaries:

To the extent that we are acting as a proxy or agent and, as a result, the contracts between the service provider are entered into directly with you, you will provide us with appropriate powers of attorney, free of charge, upon request.

§ 7 Use of your materials, rights and your specifications

(1) Provision of real estate and objects:

If you specify or provide us with a venue, equipment, a service provider, instructions, etc., and we ourselves no longer have the free choice, we are not obliged to check these or their services for suitability, reliability or the like. This shall not apply insofar as the unsuitability/unreliability/illegality etc. is apparent to us and you are in recognizable need of clarification, or insofar as the examination is expressly the subject of our order.

Insofar as materials are to be used or utilized by you within the scope of our performance of services, you shall ensure timely delivery to our registered office or to the venue of the event at your expense, depending on the agreement.

Materials delivered to us and not used or reusable by you must be collected within the rental period of the event location, otherwise within one week after completion of our services. After this period, we are entitled to dispose of the materials properly at your expense or have them delivered to you.

(2) Surrender of rights:

Insofar as you provide us with industrial property rights (logo, photo, texts, etc.), we shall be entitled to use these in accordance with the contract and, insofar as necessary, also to pass them on to third parties. You shall ensure that we are entitled to do so or inform us in writing of any concerns or restrictions.

You are obliged to indemnify us against any costs and claims, even after the end of the contract, arising from a claim by a third party, insofar as the claim is not due to our fault.

§ 8 Special agreements with regard to safety

(1) Compliance with instructions from the service providers:

You are obligated to comply with safety-related notices posted at the venue (e.g., by the venue operator, operator of rides or facilities, etc.), as well as with specifications and recommendations of the local performing service provider or other consultants who have the necessary local and substantive knowledge to assess any hazards.

(2) Responsibility for your employees and guests:

You are responsible for the acts and omissions of your employees, your contracted service providers, and your guests, unless we have unlawfully caused such persons to act or omit to act unlawfully.

If you invite third parties or allow them to participate, you are obliged to ensure that they also observe and comply with the requirements set out here.

(3) Suitability and ability of employees and guests:

We are not obligated to verify sufficient skills, knowledge and permits of your employees and guests, unless it becomes apparent that skills, knowledge and permits are not available or we are not expressly instructed to verify them.

Insofar as we are responsible for the execution of the event, we may also exclude from the event participants who do not possess sufficient physical or mental fitness or who violate our warnings or those of our agents or who disrupt the peaceful and safe conduct of the event or impair or threaten to impair the safety of participants, employees and contributors. Claims for you or third parties will only arise against us if we have culpably caused the exclusion.

§ 9 Special agreements for hybrid or digital or virtual events

If, in accordance with the order, we conduct an event for you additionally or exclusively online (digital, virtual, streamed), the following provisions shall apply in addition or - if different from the other provisions of this contract - in derogation thereof:

(1) Customizing or individual programming:

If and to the extent agreed, we will adapt the software selected by us to your event according to your specifications in your look and feel (customizing).

Depending on the size and scope of the project, we will bindingly determine whether and to what extent it is necessary to form project teams.

You provide us with any content to be included in the web solution. You are responsible for the procurement/production of the content and the existence of the necessary rights of use, unless expressly agreed otherwise. In this regard, §§ 7 and 10 shall apply in particular.

The content to be provided by you includes in particular texts, images, logos, tables and other graphics to be included. We will coordinate with you whether and in what form you provide content. If it is agreed that content is to be provided to you in digital form, the file format to be used must also be agreed.

If test runs, acceptance tests or similar become necessary or expedient, you will assign knowledgeable employees who are authorized to make necessary or expedient decisions. If such tests are necessary, the test cases may be defined by the parties in an annex to the individual order.

(2) Warranty and acceptance in the case of customizing or individual programming:

Our services under a contract for work and services (customizing, parameterization, programming) are generally performed in sections, taking into account our quotation, and accepted by you. After completion of the individual services, we will inform you of this. You then check whether the service was essentially performed in accordance with the contract. If the work has been performed essentially in accordance with the contract, you must accept the (partial) work.

If you do not consider the (partial) performance to be essentially in accordance with the contract, you must notify us of your complaints in writing without delay, stating the reasons.

After completion of all services, we will indicate completion and the overall acceptance will take place, which may not be refused by you due to such defects that were already recognizable during the partial acceptance.

Acceptance of the work shall be deemed to have taken place even without a formal declaration of acceptance by you at the latest when you use the customized software productively (e.g. for a specific event) without any notice of defects having been given.

(3) Additional expenditure and change requests in the case of customizing or individual programming:

All of our services that are based on your subsequent requests for changes and additions shall be deemed to be additional expenditure that is to be remunerated separately. This shall apply in particular if we make changes or additions at your request which relate to services which were not agreed between us in advance in a specification or to services which have already been accepted. This shall also apply if the acceptance requirements have been met but no acceptance has yet taken place.

(4) Use of the Software / Availability:

We shall allow you to access the - possibly adapted or reprogrammed - software online and to use the functionalities available there until the event to be carried out with it has been completed.

We may restrict access to the services at any time, provided that the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions of the network, the software or stored data require this and do not clearly outweigh your interests worthy of protection in the balancing process.

We make every effort to ensure the highest possible level of availability within our sphere of influence. We guarantee availability within our own sphere of influence, subject to the proviso that minor periods of unavailability for the purpose of system maintenance cannot be ruled out. We have no influence on the availability, stability and functionality of the Internet as a whole or the infrastructure of third parties (access providers, backbones, DNS servers or similar) required to establish a connection to our service and therefore cannot make any promises of availability for such circumstances and are not liable for them.

(5) Your obligations:

You are obligated to protect yourself adequately against data loss. You are also obligated to regularly back up data in accordance with the risk, but at least daily, and to create backup copies in order to ensure the reconstruction of data and information in the event of loss.

You are obliged to notify us immediately of any recognizable defects. Defects do not exist if an error is based on the fact that the hardware and software of those participating in the event (such as your sales partners, participants, sponsors, employees) is not state of the art, in particular the browser version is not up to date.

You are obliged to use the software only within the contractually agreed scope of services and only for your own purposes.

You are responsible for ensuring that the personal data collected by you or by third parties within the scope of the use of the software and processed by you or by us in accordance with the agreement is collected and processed in a lawful and permissible manner. We will conclude a contract on commissioned processing in accordance with Article 28 DSGVO in parallel. Should we, as a processor of such data, be exposed to claims by third parties (e.g. by data subjects or by supervisory authorities), you shall indemnify us against such claims.

(6) Posted, used or transmitted content:

You are yourself and solely responsible for posted, used and transmitted content, unless we have posted, used or transmitted content without your knowledge or order. In particular, §§ 7 and 9 apply.

Content suspected of infringing the rights of third parties may be corrected, blocked or deleted by us immediately without consultation at any time. However, if we do not correct, block or delete such content, this does not release you from your responsibility.

Insofar as operators of the platforms used by us direct claims against us or notifications to us because of content relating to you or your event (e.g. in accordance with the Copyright Service Providers Act), we may demand reasonable compensation for the expenses incurred and necessary as a result.

(7) Our service and support:

If agreed in the individual contract, we will provide you with service and support services prior to the use of the software in the phase of setting up and parameterizing the software for the event planned by you, as well as during the execution of this event.

Within the scope of the service and support services we do not owe any success, but the activity and the effort to help within the scope of the support. For this purpose, we provide services for the elimination of problems in connection with the use of the software as intended and without operating errors.

Support services in the sense of this contract do not include in particular:

a. The elimination of problems caused by (i) user errors or operating errors, in particular use of the Software contrary to the application documentation, (ii) misuse, (iii) intentional and/or willful damage, (iv) improper care, maintenance or service performed by you or your employees or vicarious agents or other third parties;

- b. Assistance in correcting malfunctions resulting from external causes, such as power failure, moisture, network provider or access provider problems, or acts of God;
- c. Adaptation of the software to your individual needs, program changes and additions, insofar as these go beyond the scope regulated here;
- d. Data transfer from other programs;
- e. Training courses;
- f. Installation and provision of third-party software.

These services shall be provided at our discretion on a case-by-case basis on the basis of a separate contract in return for remuneration according to time spent, according to an individual estimate of expenditure or according to our respective current price list, whereby there shall be no obligation on our part to accept such orders.

We shall begin to check and rectify any errors reported to us within a reasonable period of time. If a corresponding support service has been contractually booked by you for the specific event, our support team will immediately begin checking and correcting errors reported to us during the event. Following an error message, we will begin troubleshooting within our normal business hours using the resources available to us. If you have booked a corresponding support service in an individual case, we will start troubleshooting immediately during an event and then not only within our business hours.

The manner in which your request is processed and dealt with (e.g. by e-mail or call-back) and the manner in which the error is rectified are at our discretion.

The elimination of an error may also take the form of instructions to you to act or to circumvent the error. You must follow such instructions unless this is unreasonable for you.

If the provision of a hotline for support has been agreed, we will provide you with expert personnel for assistance by telephone during normal business hours. There shall be no claim to availability of the hotline outside normal business hours or on weekends, public holidays, etc. without a separate agreement.

(8) No contractual relationship with participants / obligation to provide data protection information:

A contractual relationship is established exclusively between you and us. A contractual relationship on our part with third parties, such as participants in your event, does not arise and is not intended. We merely provide infrastructure and functionalities via the software to enable communication between you and your participants, as well as to manage your participants. It is therefore exclusively your duty to fulfill the legal and factual requirements with regard to the concrete use of infrastructure and functionalities on your own responsibility. You must therefore ensure, for example, that the transmission of personal data of your participants and partners to you and to us for the purpose of executing our contract, as well as the contract between you and your customers and partners, is lawful and permissible.

Furthermore, you are responsible for properly informing the participants in accordance with Art. 12 et seq. DSGVO about the data processing.

§ 10 Ownership, protection of our documents, rights of use

(1) Ownership:

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Documents, graphics, lists, drawings, sketches and other items created by us remain our property and must be returned to us after the end of the contract, insofar as the transfer of ownership is not the subject of the contract.

If no contract is concluded between you and us after participation in a presentation or after the creation of a concept, all services and rights shall remain exclusively with us.

(2) Protection of our documents and ideas:

For all event concepts, documents, graphics, lists, drawings and sketches (works) created by us, the applicability of copyright law is considered agreed upon even if individual parts should not be protected by law.

This shall also apply beyond the end of the contract.

However, this provision shall not apply if the work is so obviously in the public domain that protection under this provision would unreasonably prejudice you. You are obliged to prove that the work is in whole or in part manifestly in the public domain; we are then obliged to prove that this is exceptionally not the case.

(3) Your rights of use:

a. You acquire the rights of use required for the purpose of the contract upon full payment of the remuneration and costs due. You shall only acquire these rights of use without payment if a later due date has been agreed in relation to the purpose of the contract or the period of use. Uses beyond this require our express consent subject to the reservation of an additional obligation to pay remuneration.

b. For any necessary information to participating authors within the framework of the transparency regulations of § 32d Copyright Act, we may demand reasonable remuneration for the necessary effort.

c. Within the scope of your order, we will only take care of licensing the third-party rights necessary for the order (e.g. license for the performance at a commissioned musical performance). If you wish to use third party works or rights beyond this, you are responsible for obtaining the necessary rights yourself (e.g. recording the performance on video and uploading the video on the Internet).

d. Repeated uses by you without an equally repeated remunerated order to us trigger a corresponding obligation to pay remuneration, unless the repetition is already the subject of the first order and / or already adequately compensated with the previous remuneration.

e. This shall also apply beyond the end of the contract.

§ 11 Confidentiality / Protection of Secrets

(1) General:

a. You and we mutually agree on absolute secrecy regarding company and business secrets, even beyond the end of the contract.

b. Company and business secrets are understood to be all facts, circumstances and processes relating to a company which are not in the public domain but are only accessible

to a limited group of persons and in the non-disclosure of which the legal entity has a justified interest and which are designated as company and business secrets.

c. Our event concepts, contract documents, planning documents, calculation documents, checklists, address lists, etc. shall be deemed to be secrets within the meaning of the German Act on the Protection of Business Secrets (GeschGehG).

d. You and we shall be entitled at any time, even after the conclusion of the contract, to conclude an independent confidentiality agreement concerning individual items of information, which shall safeguard the rights of the party providing the information appropriately and in compliance with the rights and obligations agreed herein.

(2) Disclosure of Duties to Third Parties:

You and we are obligated to impose this confidentiality obligation also on our employees, cooperation partners, co-partners and/or co-managing directors.

(3) Procedure after the end of the contract:

After the end of the contract, we will delete, destroy or at least block access to the information, documents and work results received from you for persons who do not necessarily need to have access to them. This does not apply to information, documents and work results which we must retain due to legal obligations (e.g. due to tax law retention obligations) or which we wish to retain to a reasonable extent due to contractual evidence (e.g. in order to be able to provide evidence of services rendered). You may request information about the information, documents and work results stored. If the reason for storage has ceased to exist, we will immediately delete or destroy the information.

These obligations also apply to you in reverse.

§ 12 Rights of admission, naming of references

(1) Recording rights:

We are entitled to make our own photographs and/or video recordings at the event, taking into account the personal rights of the guests and the rights of third parties, and to use these for reference and our own promotional purposes, unless you expressly reject this in advance for good cause. In any case, we are entitled to make recordings to a reasonable extent for documentation and evidence purposes.

(2) Mention of references:

We are entitled to mention your name and event as a reference to a reasonable extent for advertising purposes.

§ 13 Data protection

(1) Your employees: Use of data / disclosure of our data protection information:

You are obliged to also pass on the data protection information that we provide to you as a contractual partner to the responsible persons and contact persons to be named by you, so that they are also informed about the data processing operations and data protection measures that take place at our company in connection with the contract.

(2) Other agreements relevant to data protection:

To the extent necessary, you and we will also conclude relevant agreements under data protection law based on the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) after the conclusion of the contract (e.g., a joint responsibility agreement pursuant to Art. 26 GDPR or a commission processing agreement pursuant to Art. 28 GDPR).

§ 14 Special Agreements in the Event of Temporary Provision of Equipment and/or Rooms

If we temporarily provide you with equipment or items or rooms, whether for a fee or free of charge, and also only as an ancillary service, the following provisions shall apply primarily to this:

A. General:

(1) Subletting:

Subletting or passing on rented items which is not necessary in accordance with the contract (e.g. so that the technician commissioned by you can operate the item) is only permitted with our prior written consent. § Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB) is excluded.

(2) Calculation of the rental price, start and end of the rental period:

All charges agreed for the surrender of Equipment shall be calculated on the basis of calendar days, unless otherwise agreed by us.

Unless otherwise agreed, the rental period shall commence on the first day on which the equipment is required to be removed from our warehouse or the warehouse of our subcontractor, otherwise on the first day on which it is actually handed over to you.

Unless otherwise agreed, the end of the rental period shall be deemed to be the day on which the surrendered material is returned to us in a condition in accordance with the contract and the material is again freely available to us after a reasonable inspection period.

(3) Condition of the items, assembly:

The rented items will be handed over to you in proper condition. You are obligated to notify us immediately of any recognizable damage or recognizable defects and to give us a reasonable opportunity to repair, rectify or replace the items or to carry out a repair or have a repair carried out in accordance with your instructions.

Unless otherwise agreed, you shall be responsible for the proper installation of the equipment and shall be liable for any damage resulting from incorrect installation.

At your request, we will designate the necessary electricity or other power requirements for the equipment, which you will provide at your own expense at the start of construction and throughout the rental period.

(4) Use of the Equipment:

You shall always handle the Equipment with care and with the due caution of a prudent businessman. You undertake to use the equipment exclusively for its intended purpose.

(5) Guarding of the equipment:

You are obligated to comply with all customary protective measures and necessary security precautions against theft and vandalism. You are fully liable for theft and such damages which are outside of a contractual wear and tear or use, as far as we are not responsible for the care and guarding according to the contract.

(6) Insurance:

You are obligated to sufficiently insure the rental object against damage, theft, vandalism, etc. and to keep it insured during the rental period. We have the right to demand proof of insurance at any time and to make the transfer to you dependent on the presentation of proof of insurance.

Unless otherwise agreed, the following minimum limits shall apply:

- a. 2 million euros for personal injury,
- b. 5 million euros for property damage, whereby the insurance must expressly cover property damage to the rental object, and
- c. 250,000 euros for financial losses.

(7) Compensation in case of damage:

In the event of damage, destruction or loss, you must compensate us - subject to further claims resulting from the destruction of the damaged equipment - for the replacement value of the equipment, i.e. the net purchase price that we would have to pay for a replacement purchase of the equipment. However, you are reserved the right to prove that we have not incurred any damage or that the damage is significantly lower; in this case, no damage or this lower damage is to be reimbursed.

(8) Collection:

Insofar as we collect the equipment provided to you and do not use it ourselves in accordance with the contract, you shall ensure that the equipment is kept safe and dry until then and that the prerequisites from the regulations on the place of delivery are otherwise met. If the conditions for collection are not met and deviations are not reasonable for our collection personnel, the rental period shall be extended accordingly by the waiting times. You shall reimburse us for all costs and damages incurred in connection with the delay.

(9) Special case of termination without notice by you:

Termination without notice for good cause (Section 543 (2) Sentence 1 No. 1 of the German Civil Code) due to failure to provide use in accordance with the contract shall only be permissible if we have had sufficient opportunity to remedy the defect and this has failed. The rectification of defects shall only be deemed to have failed if it is impossible, if we have refused to rectify the defect or delayed rectification in an unreasonable manner, if there are reasonable doubts as to the prospects of success or if it is unreasonable for you for other reasons.

(10) Special case of strict liability:

Our strict liability pursuant to Section 536a (1), 1st alternative of the German Civil Code (BGB) due to defects already existing at the time of conclusion of the contract shall be excluded unless we have fraudulently concealed the defect. This limitation of liability shall also apply mutatis mutandis to our liability with regard to the reimbursement of futile expenses. In all other respects the provisions on our liability in § 18 shall apply.

(11) Applicability to rooms:

Insofar as we provide you with rooms, the above paragraphs shall apply accordingly.

B. Delivery, Place of Delivery, Transfer of Risk, Partial Deliveries

(1) General:

Delivery, insofar as owed by us or requested by you, shall be made to the postal address provided by you upon conclusion of the contract or upon our first request.

In particular, you must state the delivery address and any restrictions on delivery or collection, assembly and dismantling, etc. and be present to receive the delivery. You shall perform these acts of cooperation at your own expense, unless otherwise agreed.

(2) Approvals and Acceptances:

Permits of any kind that are necessary for the contractual use regardless of location in order to be allowed to operate our equipment at all shall be obtained by us, but shall be paid for by you in full or pro rata insofar as these permits are necessary for the operation for you.

Permits of any kind that are necessary depending on the location in order to be able to operate our equipment at the planned venue (e.g. noise protection for residents, municipal statutes, state law) are to be obtained and paid for by you.

You must arrange for any necessary acceptance tests. You shall also bear the costs of acceptance, unless expressly agreed otherwise.

(3) Surfaces: Your liability for floor loading capacity / escape routes:

a. Installation sites, access and departure routes, maneuvering areas and transport routes on the premises or on your premises must be suitable for installation, intermediate storage, transport and assembly and dismantling work, level, free, adequately paved, sufficiently statically loadable and adequately illuminated.

b. You must notify us immediately of any restrictions on the usable areas (e.g. underground car park located under the shunting and loading areas, etc.).

c. In principle, we assume that we can deliver with vehicles with the following dimensions:

- 18.75 meters length
- 2.60 meters width
- 4.00 meters height
- 44 tons total weight resp. 11,5 tons axle load

d. Simultaneous presence, maneuvering, loading and unloading facilities must be available for at least 2 vehicles. The loading & unloading site must be in close proximity to

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the assembly/disassembly site and must not have any obstacles for transport, intermediate storage and shunting.

- e. In case of larger dimensions or higher weights or loads, we will inform you in advance.
- f. You must ensure that the areas and paths used by us are not accessed by unauthorized persons, in particular not by guests, and guarantee this, if necessary, by means of suitable barriers or personnel.
- g. You must ensure that escape routes and movement areas for emergency services are not impaired, even temporarily, by the delivery, assembly, dismantling, collection and transport on the premises or on your premises and provide suitable space/suitable areas for our shunting, loading and construction activities.

(4) Loss of the item, delays:

The risk of accidental loss of the goods shall pass to you upon dispatch of the goods or handover to the delivery person, insofar as we do not owe any assembly or dismantling of our equipment or on-site support/service.

If delivery is delayed at your request or due to circumstances for which we are not responsible, the risk shall pass to you for the duration of the delay. You shall bear the costs incurred by the delay for waiting time, provision, storage, etc., or you must take appropriate measures upon request.

(5) Success of delivery:

Delivery shall be deemed to have taken place when we make the equipment available at the curbside assigned to the agreed delivery address, if no authorized person can be reached at the specified address at the agreed time and it is not possible to hand over the goods, or if delivery to you is not reasonable even after making customary and reasonable efforts (e.g. delivery to areas where it is not safe to enter, such as dark stairways or unsecured inclines).

(6) Partial Deliveries:

We may make partial deliveries, provided that the partial delivery:

- a. is due to circumstances for which you are responsible (e.g. orders placed one after the other), or
- b. is unavoidable due to local conditions (e.g. access roads too narrow), or
- c. due to the volume of the order, it would only be possible for us to deliver without partial delivery at disproportionate expense, but the order is nevertheless completed on time, or
- d. otherwise, insofar as the partial deliveries are reasonable for you.

Such partial deliveries are to be accepted by you.

Insofar as we are not responsible for the necessity of the partial deliveries, we may demand compensation for any additional expenses, costs and damages incurred.

(7) Duty of inspection:

You shall inspect the goods immediately after delivery to ensure that they are free of defects and complete and shall notify us immediately in writing of any defects discovered. If you fail

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to inspect the goods or notify us of defects in good time, the delivered goods shall be deemed to have been approved, unless the defect was not identifiable during the inspection. Hidden defects discovered later must be notified within 14 days of becoming aware of them; otherwise the goods shall be deemed to have been approved also with regard to these defects. The notice of defect shall describe the defect complained of in detail so that remedy is possible without further ado.

The same applies to the collection or return transport after the end of dismantling.

C. Delivery Dates, Delivery Difficulties, Force Majeure

(1) Delivery dates:

Information or agreements on delivery or service dates within a set-up, dismantling or event day are only to be understood as approximate dates and are not fixed dates, insofar as this does not interfere with the start of the event or other dates necessary for the proper running of the event (e.g. building acceptance). Binding delivery or service dates (fixed dates) must be expressly designated as binding or fixed.

(2) Delivery attempts:

We owe, if delivery is owed at all, one delivery attempt or one attempt at delivery.

(3) Delivery difficulties and force majeure:

- a. Obstacles unforeseeable or unplannable for us (construction sites, traffic jams on the way to you or to the event or to the agreed place of delivery) lead to a corresponding extension of any delivery times at your risk.
- b. We are entitled to withdraw from the contract if we are not able to deliver the ordered goods or provide the service through no fault of our own because a covering transaction has been concluded with a supplier for the supply and the supplier does not fulfill his contractual obligations. In this case we will inform you immediately about the missing delivery possibility. If payment has already been made, it will be refunded immediately.
- c. As long as we (a) wait for your cooperation or information or (b) are hindered in our performance by strikes or lockouts in third party companies or in our company (in the latter case, however, only if the industrial action is lawful), official intervention, statutory prohibitions or other circumstances for which we are not responsible, delivery and performance periods shall be deemed extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance ("downtime"). There shall be no breach of duty for the duration of the downtime. We shall notify you of such hindrances and their expected duration without delay. In all other respects, the provisions on force majeure shall apply.

§ 15 Special agreements for the sale of new or used goods

If we sell you equipment or items, even if only as an ancillary service, the following provisions shall apply with priority:

- (1) In accordance with the rules of the law on sales in the German Civil Code (BGB), we warrant the agreed quality of the contractual items and that the use of the contractual items

by you to the extent stipulated in the contract does not conflict with any rights of third parties. The warranty that the contractual items are free from third party rights shall only apply to the country of destination agreed between us in which the contractual items are to be used.

(2) In the event of defects of title, we shall first provide warranty by means of subsequent performance. For this purpose, we shall, at our discretion, provide you with a legally permissible opportunity to use the delivered contractual items or modified contractual items of equivalent value.

In the event of material defects, we shall first provide warranty by means of subsequent performance. For this purpose, we shall, at our discretion, provide you with a new, defect-free item or rectify the defect; rectification of the defect shall also be deemed to have taken place if we show you reasonable possibilities to avoid the effects of the defect.

(3) We shall be entitled to make subsequent performance conditional upon you having paid at least a reasonable part of the remuneration, rent and costs.

(4) If two attempts at subsequent performance fail, you shall be entitled to set a reasonable grace period for remedying the defect. In doing so, you shall expressly point out in writing that you reserve the right to withdraw from the contract and/or demand compensation in the event of renewed failure.

If the rectification of defects also fails within the grace period, you may withdraw from the contract or reduce the remuneration, unless the defect is insignificant. After expiry of a set deadline, we may demand that you exercise your rights resulting from the expiry of the deadline within two weeks of receipt of the demand. After expiry of the deadline, the right of choice shall pass to us.

(5) If we provide services for troubleshooting or fault elimination without being obliged to do so, we may demand remuneration for this in accordance with our usual rates. This shall apply, for example, if a defect did not exist at all or is not recognizably attributable to us. In addition, we shall be remunerated for any additional expenses incurred by you as a result of your failure to properly comply with your obligations to cooperate.

(6) You can only derive rights from our other breaches of duty if you have notified us of these in writing and have granted us a period of grace to remedy the situation. This shall not apply if a remedy cannot be considered due to the nature of the breach of duty.

(7) In all other respects, the warranty provisions of § 16 shall apply.

§ 16 Warranty

(1) Acceptance:

Insofar as acceptance is required, this shall be deemed to have taken place if you refuse to do so after our request and setting of a deadline, but no later than within 14 working days after the request, with concrete descriptions of defects.

(2) Time limit for notification of defects:

You must assert complaints in writing immediately after discovery of a defect (notice of defect). Otherwise, § 377 HGB (German Commercial Code) shall apply accordingly.

(3) Remedy of defects:

Insofar as there is a defect in the subject matter of the contract for which we are responsible, we shall be entitled, at our own discretion, to remedy the defect or to provide a replacement. In the event of rectification of the defect, we shall bear all expenses necessary for the purpose of rectifying the defect, e.g. transport, travel, labor and material costs, insofar as these are not increased by the fact that the contractual items were transported by you to a place other than the place of performance. If the rectification of defects or replacement fails twice or if we are not willing or able to do so, you may withdraw from the contract or reduce the remuneration.

(4) Your right of reduction:

You are expressly reserved the right to reduce payment if subsequent performance fails or, if a construction service is the subject of liability for defects, to withdraw from the contract at your discretion.

(5) When are your warranty rights excluded?

Your rights due to defects are excluded insofar as you make or have made changes to the rental object without our consent. This does not apply if you can prove that the changes do not have an unreasonable effect on the detection and elimination of defects for us. Your rights in respect of defects shall remain unaffected insofar as you are entitled to make changes, in particular within the scope of exercising the right of self-remedy pursuant to Section 536a (2) of the German Civil Code (Bürgerliches Gesetzbuch - BGB), and these changes have been carried out professionally and documented in a comprehensible manner.

(6) Modification of the limitation period:

The limitation period for all warranty claims shall be 1 year from acceptance, otherwise 1 year beginning with the end of the year in which the claim arose and you became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence.

This shortening of the limitation period does not apply:

- a. In the case of intent or gross negligence,
- b. in the case of personal injury,
- c. in the case of a defect in a right in rem of a third party, on the basis of which surrender of the purchased item can be demanded (§ 438 Paragraph 1 No. 1a BGB),
- d. in the case of a building and a work, the success of which consists in the provision of planning or supervision services for this (Section 634a Paragraph 1 No. 2 BGB),
- e. in the case of claims under the Product Liability Act.

(7) Miscellaneous:

The above provisions on "Warranty" shall not apply at all if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the work.

§ 17 Your liability

(1) Within the scope of your duty of care and diligence pursuant to § 278 BGB (German Civil Code), you shall be responsible for the fault of persons who, at your instigation, come into

contact with the subject matter of the contract as well as the objects and rooms provided by us in accordance with the contract (e.g. your employees, guests, customers or craftsmen, transporters, technicians commissioned by you), insofar as these persons have not caused the damage only on the occasion of their opportunity to access the rental object and/or are subject to our area of responsibility.

(2) You bear the burden of proof that the person causing the damage does not fall under your duty of care and diligence according to § 278 BGB.

§ 18 Our liability

(1) Strict liability for rental:

Our strict liability according to § 536a paragraph 1, 1st alternative BGB (German Civil Code) due to defects in the context of a rental that already exist at the time of the conclusion of the contract is excluded. This limitation of liability shall also apply mutatis mutandis to our liability with regard to the reimbursement of futile expenses.

(2) Breaches of duty resulting in property damage or financial loss:

In the event of only slightly negligent breaches of duty, our liability shall be limited to the foreseeable average damage typical for the type of contract.

We shall not be liable for only slightly negligent breaches of immaterial contractual obligations. "Insignificant" are such obligations whose fulfillment does not characterize the contract and on which you may not rely.

Indirect damage and consequential damage resulting from defects in the subject matter of the contract shall only be compensable insofar as such damage is typically to be expected when the subject matter of the contract is used for its intended purpose.

The limitations of liability of this paragraph 2 shall not apply in case of grossly negligent or intentional breach of duty.

(3) Breaches of duty resulting in injury to life, limb or health:

We shall be liable for any kind of negligence and intent in case of injury to life, body or health of you attributable to us.

(4) Statutory liability:

The limitations of liability from paragraphs 1 and 2 do not affect your claims from product liability and from legally mandatory liability facts.

(5) Extension of this clause to employees, organs, vicarious agents etc.:

The exclusions and limitations of liability from paragraphs 1 and 2 shall apply to the same extent in favor of our bodies, our employees and other vicarious agents and our subcontractors.

(6) Subsidiary liability in case of subcontractors as causer:

If we engage a subcontractor or sub-subcontractor (hereinafter only: subcontractor) and such subcontractor performs defectively or causes damage, we shall be entitled to invoke our subsidiary liability in the event of a claim. This appeal must be made immediately after the announcement of a claim and can be withdrawn at any time thereafter. In the event of such appeal, we shall only be liable on a subsidiary basis, and such subcontractor shall be liable on a primary basis.

This means in detail:

- a. Claims arising from a breach of duty by the subcontractor must primarily be asserted directly against the subcontractor. In this case, we are obligated to name this subcontractor with a summonable address, to assign to you all rights or claims to which we are entitled against this subcontractor and to hand over to you all documents and information necessary for the enforcement of the claim as well as to name our own employees and persons as witnesses with a summonable address as far as possible.
- b. You must conduct at least one court case of the 1st instance against the subcontractor. Should you be defeated there, we may demand that you immediately hand over to us all pleadings and court orders and judgments and also go through further instances, while advancing the costs of the further instance(s). If you are also defeated in these further instances, we will reimburse the court costs and necessary attorney's fees of these further instances.
- c. In the event of a prevailing judgment, you must make at least two foreclosure attempts against the subcontractor.
- d. Only if and to the extent this primary claim fails will we be liable on a subsidiary basis.
- e. Any indemnity agreement or the like that we may have agreed with the subcontractor shall not affect our right to invoke subsidiary liability.

Subsidiary liability shall not apply or shall only apply at your request if our subcontractor has its place of jurisdiction in another EU country.

§ 19 Force majeure and other serious events

(1) Force majeure and other events in the relationship between you and us:

- a. In the event of force majeure or other serious events for which we are not responsible and which result in the non-executability, termination or interruption of the contract or individual contractual services, we may demand that you reimburse or reimburse us for the costs incurred and services rendered up to that point and for the necessary payments to be made by us to our subcontractors.
- b. Insofar as the contractually owed services have not become impossible, but have only become more difficult or impaired or appear almost impossible, § 648 BGB (German Civil Code) shall apply to our remuneration, whether directly or by analogous application, insofar as a cancellation in accordance with the cancellation conditions agreed between us would not result in a lower cancellation lump sum; in this case, the lower cancellation lump sum shall apply insofar as we do not choose to calculate the actual damage and this should be higher than the lump sum.

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c. In the event of restrictions on the subject matter of the contract under infection control law or other police or population protection law (incl. travel bans, accommodation bans, etc.), it shall be rebuttably presumed that it is unreasonable to hold the event under the changed general conditions and thus a case of paragraph 1.a. exists. However, this shall only apply if the subject matter of the contract provides for a defined event size (time, place, number of participants, scope, program). Both contracting parties shall be obliged to endeavor to reschedule the event.

(2) Relevant time of evaluation:

If, when cancelling/terminating our contract or cancelling the event, you state as the reason the concern about or the probability of the occurrence of force majeure, the following shall apply:

a. The relevant point in time for the assessment of whether or not force majeure exists will be the time of the event as stipulated in the contract. If it is a period of more than 1 day, the calculated middle of this period shall apply.

This therefore also applies if you cancel the event before the event date due to concerns about force majeure. You must prove that the cancellation was made solely due to the possibility of force majeure.

b. If it then transpires at the relevant assessment point agreed here that force majeure exists, the force majeure agreement shall apply. If, on the other hand, it turns out at this time that there is no force majeure, the agreement regarding cancellation/termination shall apply.

c. If an event/travel date is not named or agreed, the date agreed for the delivery of the work or the completion of the service shall be decisive. If delivery of the work or completion of the service takes place in several partial steps or if the final date is not identical with the date on which the predominant and essential part of the service owed is agreed, this date shall apply.

d. In any case, however, we shall be entitled to payment under paragraph 1, in particular until any legal issues have been clarified. A corresponding payment by you shall not be deemed a waiver of any other claims against us. Acceptance of your payment by us shall not be deemed to be an acknowledgement of force majeure and a waiver of any other claims against you.

(3) Force majeure, inter alia, in the relationship between us and our subcontractor:

If one of our subcontractors can claim force majeure and therefore does not perform the service owed in the subcontractor relationship, we shall also be released from our obligation to perform vis-à-vis you; paragraphs 1 and 2 shall apply in all other respects.

We shall endeavor to find suitable substitute services for which our remuneration shall, in case of doubt, be calculated on the basis of the agreed remuneration.

(4) Foreseeability:

You and we may invoke force majeure even if we have concluded the contract in view of an existing or impending event.

(5) Other legal consequences:

- a. Necessary activities, which require the completion and termination of the order, are to be remunerated and paid for separately by you; in case of doubt, the remuneration rates agreed upon for the actual order shall apply accordingly. This also includes the costs for legal or other professional advice which is/was not already the subject of the order and which are necessary for the professional handling and completion of the order.
- b. If, despite the occurrence of force majeure, you use our services more extensively than you have been remunerated or paid for in accordance with paragraph 1 (e.g. when force majeure occurs, a copyrighted work is completed and is exploited by you despite force majeure), we shall be entitled to remuneration and reimbursement of costs in excess of the costs actually incurred and services rendered and in accordance with the extent of the services actually used by you.
- c. We are entitled to suspend the reversal for the period of time necessary for the overall calculation including the compilation and clarification of all cost items. If less than 50% of these cost items still need to be clarified, we will reverse the transaction with respect to the other part. For the period of this suspension, the statute of limitations shall also be deemed to be suspended.
- d. You have a right to information about our efforts regarding the compilation and clarification, which we can also provide via a confirmation or a report by a lawyer or auditor.

§ Section 20 Non-performance by a service provider

(1) Exemption from benefits in the event of non-performance by service providers:

Insofar as, outside of force majeure, a service provider for which we are responsible is unable or unwilling to fulfill an owed service ("unable to", e.g. overbooking of the hotel) or to fulfill an owed service ("unwilling to", e.g. due to security concerns) and we can prove,

- a. that we have carefully selected this service provider,
- b. we are not culpably responsible for the non-performance of the service provider, and
- c. in the event of non-performance, this non-performance is or was objectively justifiable or justifiable and necessary for the safety of the guests, participants and/or employees,

we shall be released from our obligation to perform vis-à-vis you insofar as we owe you such performance.

(2) Efforts to provide substitute services:

We will endeavor to provide suitable substitute services in the event of paragraph 1.

(3) Legal consequences:

Our claim for compensation and reimbursement of costs for this effort and your claim for damages against us shall be governed by the following two provisions:

- a. If the failure to perform relates to your area of risk (see § 4 Paragraph 15, "Risk of performing the event or project"), we shall be entitled to compensation and reimbursement of costs.

b. If the non-performance relates to our area of risk, we shall have no claim to remuneration and reimbursement of costs. If we have not acted negligently or culpably, your claim for compensation is limited to the amount paid by the service provider, subcontractor or an insurance carrier. Otherwise, § 18 ("Our liability") shall apply.

§ 21 Termination

(1) Termination for good cause by us:

We may terminate the contract if, taking into account all circumstances of the individual case and weighing the interests of both parties, we cannot reasonably be expected to continue the contractual relationship with you until completion of the agreed service and/or until the agreed termination (termination for cause). Such a reason exists, for example, if:

- a. A payment due from you has not been received by us in due time, insofar as our termination does not lead to an exclusion or impairment of the insolvency administrator's right of choice pursuant to § 103 InsO.
- b. Default in payment by you occurs after an application for the opening of insolvency proceedings has been filed and after the opening of insolvency proceedings.
- c. There is a change of shareholders holding more than 50% of the capital shares in your company, insofar as this affects our economic and/or legal interests more than insignificantly (change of control).
- d. Circumstances arise which were unknown to us at the time of the conclusion of the contract and which endanger the safety of the event, the guests, participants or employees and if we had been aware of these circumstances we would not have concluded the contract or would not have concluded it at these conditions or if the health or the integrity of a third party can only be guaranteed by a termination.
- e. Defects for which we are not responsible are found which could endanger the health or life of a third party, or defects are found for which we are responsible, insofar as only by termination the health or integrity of a third party remains guaranteed.
- f. you fail to take measures required by law or ordered by the authorities to ensure the safety of the personnel deployed by us (delivery, assembly, service, etc.) on site.
- g. You have deliberately concealed circumstances which are of importance for the assessment of the danger situation and/or the extent of the scope of services and/or the equipment of the production and/or our employees or assistants, especially with regard to safety and legality.
- h. An event is or is to be carried out which deviates in nature, content or scope from that specified in the subject matter of the contract, this was not recognizable to us when exercising due diligence, and as a result the safe and lawful performance of the event, including, if applicable, supplemented by necessary and reasonable short-term measures, is not ensured, or we cannot reasonably be expected to participate in such an event, and we would not have concluded the contract or would not have concluded the contract under these conditions if we had been aware of the deviation.
- i. It is to be assumed that the event, at which logos, equipment or personnel of us are present and present, directly relates to political events in Germany and/or abroad, and/or opinions are or are to be discussed and/or announced which are incompatible with basic democratic values and/or the Basic Law of the Federal Republic of Germany and/or which have a negative effect on the peaceful coexistence of people in Germany.
- j. you operate technical or structural equipment which is not permitted and which may endanger us or our personnel as a result.
- k. You do not create local conditions that are agreed or required for on-time delivery or support/service on site. This includes e.g. gravel access roads, load limits of access roads, distances from the last permissible parking place of the delivery vehicle to the place of

delivery, also lack of load-bearing capacity of the ground, lighting, fire protection, escape routes, and provision is also impossible at the curb or unreasonable with regard to our property.

l. The responsible authorities and police see themselves unable to maintain public safety and order on the basis of concrete indications and the maintenance of the contract is unreasonable for us for this reason.

m. A competent authority or a court prohibits the staging of the event.

(2) Termination for good cause by you:

You may terminate the contract without notice if, taking into account all circumstances of the individual case and weighing the interests of both parties, you cannot reasonably be expected to continue the contractual relationship until completion of the work and/or until the agreed termination.

Otherwise, termination shall be excluded.

(3) Necessity of a prior warning:

A prior warning or setting of a deadline shall not be required if it is unlikely that the reason for termination will be eliminated or will not occur, if the terminating party cannot reasonably be expected to continue the contract, and if the other party does not at least agree to bear the additional costs (remuneration, expenses) incurred by eliminating the reason for termination. If the reason for termination concerns the body, health or life of human beings, then the securing of the stopping or non-occurrence must be beyond doubt.

(4) Claim for compensation after termination:

a. If we terminate the contract for good cause for which you and we are not responsible, Section 648 of the German Civil Code (BGB) shall apply mutatis mutandis to our remuneration and costs.

b. If you terminate for good cause, we shall be entitled to the remuneration attributable to the part of our performance rendered up to the time of termination.

(5) Joint determination of performance status:

Following termination or other early termination of the contract, either party may require the other to cooperate in a joint determination of the status of performance. If a contracting party refuses to cooperate or fails to attend a date agreed upon or set by the other contracting party within a reasonable period of time for the determination of the performance status, the contracting party shall bear the burden of proof for the performance status at the time of termination. This shall not apply if the contracting party fails to attend as a result of a circumstance for which it is not responsible and of which it has informed the other contracting party without delay. We may demand reimbursement of our expenses in connection with such determination, unless we are responsible for the termination of the contract.

(6) Use of rights after termination:

Insofar as you use or wish to use rights after termination, Section 19 (5) b shall apply.

§ 22 Cancellation by you

(1) General:

Insofar as you wish to cancel the contract for a reason for which we are not responsible and which is not due to force majeure (cancellation), this is possible in principle; however, you must inform us of this expressly and in writing.

In this case, in view of the fact that experience shows that in the event of cancellations we do not always have the opportunity to use our services elsewhere or to deploy staff elsewhere, we may claim costs and fees etc. in accordance with the following provisions, unless we agree otherwise with you.

The relevant point in time for the assessment of the lump sums is the receipt of your cancellation by us.

For the determination of the relevant point in time for the assessment or differentiation between cancellation and force majeure, please refer to the corresponding paragraph in the force majeure clause (§ 19 paragraph 2).

(2) Our right of choice in the event of cancellation:

We may choose to claim the concretely agreed prices less saved expenses or to settle our costs and our lost profit with a lump sum. In this case, the following lump sums shall apply.

If we choose the lump sum, you have the option of proving that we have incurred no damage or a lesser damage. In this case, you will only have to reimburse this lower amount instead of the flat rate.

The cancellation modalities result from the order form.

If we choose the concrete calculation of the remuneration, we keep our claim to the remuneration. However, we must allow ourselves to be credited for what we save in expenses as a result of the termination of the contract or what we acquire or maliciously refrain from acquiring through the use of our labor elsewhere. It shall be rebuttably presumed that we are entitled to 10% of the agreed remuneration attributable to the part of the agreed services not yet performed.

In all cases, you must reimburse the costs of third parties (e.g. lighting or sound equipment rented in anticipation of the performance of the event, requested external personnel, ordered catering, etc.), which are claimed by these third parties from us or directly from you, to the extent that these services are not included in our agreed fee and in the lump sums, for which we are obliged to provide evidence.

We may exercise the right of choice until an agreement or legally binding court decision on the settlement has been reached. This also means that we can change the choice "lump sum" into the choice "concrete calculation" as long as no agreement is reached on the lump sum or a legally binding court decision is issued, and vice versa.

(3) Withdrawal for us during the period of free cancellation:

If we have agreed on a cost-free cancellation right in your favor for a certain period of time, we may also withdraw from the contract within this period if there are inquiries from potential third parties about the booked subject matter of the contract and you do not waive your right to cancel within a maximum of 10 days upon our inquiry.

(4) No negotiation of cancellation conditions with third parties:

We are not obligated to negotiate cancellation terms with subcontractors or service providers or to delay engaging the third parties with a view to any possible cancellation unless you expressly instruct us to do so, in which case you assume all risks that may arise from any delay.

(5) Joint determination of performance status:

Following a cancellation or other early termination of a contract, either party may require the other to cooperate in a joint determination of the status of performance. If a contracting party refuses to cooperate or fails to attend an agreed date or a date set by the other contracting party within a reasonable period of time for the determination of the performance status, the contracting party shall bear the burden of proving the performance status at the time of termination. This shall not apply if the contracting party fails to attend as a result of a circumstance for which it is not responsible and of which it has informed the other contracting party without delay. We may demand reimbursement for our efforts in this determination, unless we are responsible for the termination of the contract.

(6) Further legal consequences:

a. Necessary activities which require the processing and termination of the order shall be remunerated and paid for separately by you; in case of doubt, the remuneration rates agreed for the actual order shall apply accordingly. This also includes the costs for legal or other professional advice which is/was not already the subject of the order and which are necessary for the professional handling and completion of the order.

b. Insofar as you use or want to use rights after termination, § 19 paragraph 5 b. shall apply.

§ 23 Final provisions

(1) Retention:

You are not entitled to exercise a right of retention against us on account of any other claim not arising from this contractual relationship.

(2) Set-off:

You shall only be entitled to a right of set-off against us insofar as it is based on the same contractual relationship. In order to protect the interests of all parties, you are obliged to pay the remuneration and costs due into a trustee account in the event of a set-off claimed by you. The trustee shall be obligated to pay us the administered payments in the amount of the amounts due in the event that the set-off situation is legally established or acknowledged to have ceased, and to return the payments to you in the event that the set-off situation is legally established or acknowledged to have ceased. The person who caused the administration in trust shall bear the costs of the trust. Additional interest due to the default cannot be demanded by the respective party entitled to receive from the other party. If no payment is made into the trust, it shall be presumed that there is also no admissible set-off position as long as we have not acknowledged the claim on which the set-off is based or it has been legally established.

(3) Assignment:

You may assign claims arising from the contractual relationship with us to third parties only with our prior express consent.

(4) Place of performance if you are an entrepreneur (§ 14 BGB):

The place of performance shall be our place of business, unless otherwise stated in our offer or the order confirmation.

(5) Place of jurisdiction:

The place of jurisdiction for all claims arising from the relationship with you is our place of business. We shall then also be entitled to choose the place of jurisdiction at your place of business.

(6) Choice of Law:

German law shall apply.

(7) Choice of language:

If these General Terms and Conditions are translated into a language other than German, the German language version shall prevail in case of doubt.

We are happy to provide you with an English translation of these General Terms and Conditions, which we have created using the translation software DeepL (www.deepl.com). Therefore, we cannot guarantee a correct translation.

(8) Preservation of validity of the GTC or individual clauses:

You and we shall be obligated, if individual or several provisions are invalid/void/impracticable for reasons other than the provisions concerning the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB) or if a gap in the provision requiring filling arises, to replace the invalid/void/impracticable provision with a valid provision or to fill the gap which corresponds in its legal and economic content to the invalid/void/impracticable provision and the purpose of the contract.

§ Section 139 of the German Civil Code (partial invalidity) shall be excluded.

If the invalidity of a provision is based on a measure of performance or time (deadline or period) specified therein, this provision shall be reconciled with a legally permissible measure that comes as close as possible to the original measure.