

## GENERAL TERMS AND CONDITIONS FOR EVENTS

### I. AREA OF APPLICATION

1. The General Terms and Conditions apply to contracts for letting conference, banquet and event areas of the Operating Company for rent to hold event such as banquets, seminars, meetings etc. as well as for all associated further goods and services of the Operating Company.
2. Subletting or reletting of the rooms and areas as well as their use for interviews, sales or similar events is not permitted unless the Operating Company gave its written consent in advance. Section 540 (1) sent. 2 Bürgerliches Gesetzbuch (Civil Code) is waived insofar as the Event Organizer is not a consumer. If the Event Organizer allows use by a third party, it shall be responsible for culpability attributed to the third party due to use even if the Operating Company granted permission for use. The prerequisite for consent to use will, as a rule, be that the third party becomes a party to the obligations of the Event Organizer arising from this contract as an additional debtor.
3. The terms and conditions of the Event Organizer shall only apply if this is explicitly agreed in writing.

### II. CONCLUSION OF THE CONTRACT, DEFECTS, LIABILITY, TIME LIMITATION

1. The contract shall come into being by acceptance of the application (confirmation) by the Operating Company.
2. The liability of the Operating Company in the non-typical services area is limited to damage arising from intent or gross negligence by the Operating Company. Infringement of a duty of the Operating Company also includes infringement by a legal representative or vicarious agent of the Operating Company. In the event that the contractual partner is an entrepreneur within the meaning of the Bürgerliches Gesetzbuch, the Operating Company will not be liable for negligent infringement of duties that are not principal duties of the contract.  
The above limitations of liability do not apply in the case of loss of life, bodily injury or damage to the health of participants, members of staff of the Event Organizer, other third parties from the area of the Event

Organizer or the Event Organizer itself at the event that are attributable to the Operating Company.

3. Claims of the Event Organizer on account of non-performance or improper performance shall - subject to any shorter statutory period of limitation - become time barred one year after the facts giving rise to the claim became known. Otherwise claims arising from reasons of other liability of the Operating Company shall become time barred 6 months as of the day the event ends. The statutory period of limitation shall apply with regard to liability arising from loss of life, bodily injury or damage to health or liability for damage arising from intentional or grossly negligent infringement of a duty by the Operating Company, its legal representatives or vicarious agents.

### **III. SERVICES, PRICES, PAYMENT, OFFSETTING**

1. The Operating Company is obliged to provide the services ordered by the Event Organizer and to which the Operating Company has committed itself.
2. The Event Organizer is obliged to pay the agreed prices or (if no prices were agreed) the prices usually charged by the Operating Company for the goods and services agreed or otherwise used. This shall also apply to services and expenditure of the Operating Company regarding third parties in connection with the event, in particular also to monetary claims of copyright protection organisations. The Event Organizer is obliged to exempt the Operating Company from such claims, in particular claims of the GEMA (Music Performing Rights Organisation).  
Apart from this, the Event Organizer is liable for payment of all food and beverages ordered by those attending the event.
3. The prices agreed do not include the applicable statutory value-added tax; the applicable value-added tax is owed. In the event that the period of time between conclusion of the contract and the event exceeds 4 months and the price typically charged by the Operating Company increases, the contractually agreed price can be increased by a reasonable amount, however by a maximum of 10 percent.  
Invoices of the Operating Company that do not indicate a payment date are payable immediately and without any deductions as of receipt. The amount of default interest is based on statutory provisions of law.
4. The Event Organizer can only offset monetary claims of the Operating Company against monetary claims of the Event Organizer that are

undisputed or have been established with final legal force or exercise a right of retention in this respect.

#### **IV. RESCISSION BY THE OPERATING COMPANY**

1. In the event that the agreed deposit is not rendered even after expiry of an adequate period set by the Operating Company accompanied by the threat of refusal, the Operating Company has the right to rescind the contract. Rescission shall not rule out the right to claim damages from the Event Organizer in such a case.
  
2. The Operating Company has the right to rescind the contract for good cause; the parties agree that an instance of good cause particularly exists in the following cases:  
force majeure or other circumstances beyond the control of the Operating Company that render performance of the contract impossible;  
rooms/areas for the event were booked by the Event Organizer using misleading or false data on fundamental facts. e.g. on the name of the Event Organizer or the purpose of renting the rooms/areas;  
The Operating Company has good reason to assume that the event could jeopardise the smooth business operations, the security/safety or the reputation of the company in the eyes of the public without this being attributable to the domain or organisational area of the company;  
Infringement of Clause 1.2 has occurred.
  
3. The Operating Company shall notify the Event Organizer of exercise of the right of rescission without delay. The Event Organizer has no claims to damages in the case of justified rescission by the Operating Company.

#### **V. RESCISSION BY THE EVENT ORGANIZER**

The Event Organizer can only rescind the contract for good cause. The parties agree that an instance of good cause justifying the right of rescission by the Event Organizer can only exist if the Event Organizer cannot reasonably be expected to abide by the contract due to misconduct on the part of the Operating Company.

#### **VI. CAREFUL USE OF THE ROOMS/AREAS RENTED**

The Event Organizer is obliged to treat the rooms and areas provided with care. In the case of undue wear and tear, damage to or soiling of the rented space, the Operating Company has the right to have damage or soiling removed by a firm of its choosing at the expense of the Event Organizer without further notice.

Furthermore, the Event Organizer undertakes to bear the costs of all repairs, procurement of replacements, processing charges and costs of interruption that are incurred as a consequence of the damage.

In the event that the carpeting is soiled, the Operating Company has the right to place an order with a third-party firm to clean the carpeting at the expense of the Event Organizer. Should use cause pressure marks to form on the carpeting, the Operating Company has the right to have these removed at the expense of the Event Organizer.

The parties agree that excessive wear and tear or damage has occurred in particular if scratches, stains and/or other impressions or changes in colour, drag marks, dents and/or other impairments to substances are established in the case of furniture, the walls and/or flooring.

In order to establish damage and/or soiling or absence of damage, the rooms/areas will be inspected jointly before and after use; a record of any damage and/or soiling will be made.

## **VII. BRINGING FOOD AND BEVERAGES TO THE EVENT**

The Event Organizer may not bring any food and beverages to the event. Exceptions shall require a written agreement with the Operating Company.

## **VIII. TECHNICAL FACILITIES AND CONNECTIONS**

Insofar as the Operating Company obtains technical and other facilities from third parties for the Event Organizer on its instructions, it will be acting in the name of, on the authority of and for the account of the Event Organizer.

The use of technical systems or communications hardware of the Event Organizer is not permitted in principle.

## **IX. LOSS OR DAMAGE OF ITEMS BROUGHT TO THE EVENT**

1. Exhibition items or other items including personal items brought to the event shall be in the event room/areas and other areas of the building at the risk of the Event Organizer. The Operating Company will not be responsible for safekeeping of these items. The Operating Company will not accept any liability for loss, destruction or damage except in the case of gross negligence or intent on the part of the Operating Company, its legal representatives or its vicarious agents.

2. Decoration material provided by the Event Organizer shall comply with the fire safety regulations. The Operating Company has the right to be provided with official proof of this. In the event that no such proof is provided, the Operating Company has the right to remove such decoration materials. On account of the possibility of damage, setting up and mounting items of any kind is only permitted with the consent of the Operating Company.
3. The exhibition and other items provided by the Event Organizer shall be removed from the event rooms/areas immediately after the event ends. If items are left in the event room/area, the Operating Company can charge appropriate compensation for use for the period they remain in the room/areas or have the items disposed of at the expense of the Event Organizer, provided that it had first set the Event Organizer an adequate period within which to collect the items and the period has elapsed.
4. Packing material that is stored by the Event Organizer in the rooms/areas of the Operating Company in connection with supplying the event must be disposed of by the Event Organizer before or after the event, The Event Organizer shall pay the costs of disposal if packing material is left behind.

#### **X. LIABILITY OF THE EVENT ORGANIZER FOR DAMAGE**

1. The Event Organizer who is an entrepreneur shall be liable for all damage to the building or inventory that is caused by those attending the event or visitors to the event, members of the Event Organizer's staff, other third parties from its area or it itself. The Event Organizer is responsible for providing proof that no culpable conduct occurred.
2. The Operating Company can demand provision of adequate security by the Event Organizer (e.g. insurance, deposits, sureties).

## **XI. FINAL PROVISIONS**

1. Any and all amendments or supplements to the contract contained in the acceptance of the contract or these terms and conditions for the events shall be in writing. This shall particularly apply to any waiver of the requirement of the written form.
2. The place of performance and payment is Berlin.
3. The sole place of jurisdiction - also for disputes regarding cheques and bills of exchange - is Berlin in commercial transactions. Insofar as a contracting party meets the prerequisites of Section 38 (1) Zivilprozessordnung (Code of Civil Procedure) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the seat of the Operating Company.
4. German law applies.
5. In the event that individual provisions of these general terms and conditions are without legal force, this shall not affect the legal force of the remaining provisions and the contract as a whole.