

## General Terms and Conditions of Business

1. **Prices**  
All prices are net prices. They do not include the respective VAT applicable at the place of performance.
2. **Order acceptance**  
All offers shall be non-binding until they are accepted and mutually confirmed.  
The order shall be acknowledged at the latest on acceptance of the offer, or on provision of the first delivery or first service by the Contractor.  
Any differing arrangements must be agreed in writing.
3. **Payment**  
Payment/invoicing shall be effected as agreed in the order confirmation.  
Where external costs are paid in advance, an appropriate advance payment may be demanded.  
In the event of late payment, the Agency shall reserve the right to charge default interest at 2% above the applicable discount rate of the German Bundesbank. This shall not preclude the right to assert further claims for damages due to default.
4. **Cancellation costs**  
After the order confirmation has been signed, 70% of the agreed fee shall be payable if the event is cancelled up to 60 days before its start date. If the event is cancelled up to 30 days before its start date, 80% of the fee shall be payable, and if the event is cancelled less than 30 days before its start date, 100% of the event price shall be payable.  
External costs already incurred by the Agency up to the point of cancellation shall be payable in full.  
This provision shall apply to the extent that no other valid provision has been agreed with the event organiser.
5. **Cancellation of the contract due to extraordinary circumstances**  
The event organiser and also the Agency may terminate the contract if the event is substantially impaired, jeopardised or adversely affected as a result of force majeure or of circumstances which adversely affect the Agency (especially where such circumstances are beyond the Agency's control), if such force majeure or circumstances was not/were not foreseeable when the agreement was entered into. If the contract is terminated, the Agency shall be entitled to obtain appropriate compensation for services which have already been provided or which are still to be provided.  
External costs already incurred by the Agency up to the point of termination shall be payable in full.
6. **Copyright**  
All services provided shall be deemed personal intellectual creations and as such shall be protected by the German Act on Copyright and Related Rights (*UrhG*), the provisions of which shall in principle be deemed to be always agreed.

The Agency shall transfer to the Customer a non-exclusive right of use to the services, ideas, drafts and designs, in the agreed extent; this shall not, however, extend beyond the services specifically stated in the order.

The Customer may only use the services provided by us for the purposes for which the service was ordered, purchased and paid for. The rights which have been granted may not be transferred to third parties.

Any imitation – including of parts of the work – shall be prohibited.

7. Confidentiality

The parties shall be mutually obligated to maintain absolute confidentiality vis-à-vis third parties in respect of all details which become known to them, for example concerning the organisational structure, production operations or sales operations of and addresses of the respective other party to the contract, and also concerning companies affiliated with or in a business relationship with said party.

The obligation to maintain secrecy shall continue beyond the duration of the contract.

8. As a matter of principle, the Agency will not act as event organiser. The event organiser shall, as a matter of principle, be the Customer. The Customer shall also be obligated to take out public liability insurance for the event and compensate for any damage (both personal injury as well as damage to property) arising within the sphere of the event.

9. Place of jurisdiction and place of performance

The contractual relationship shall be governed by German law.

If the Customer is a registered merchant (*Vollkaufmann*) and the contract is part of the operation of a trade, the place of jurisdiction and the place of performance for both parties to the contract shall be the Contractor's registered office. Upon signature of the contract, the General Terms and Conditions of Business are recognised as part of the contract. Any deviations or ancillary agreements shall require written form in order to be valid.

10. Severability clause

If individual provisions of this contract are invalid or impracticable, or become invalid or impracticable after the contract is entered into, this shall not affect the validity of the remainder of the contract. The invalid or impracticable provision should be replaced by a valid, practicable provision whose effects come closest to the economic intent which was pursued by the contracting parties with the invalid or impracticable provision. The above provisions shall apply accordingly if the contract reveals a loophole.