

**General Business Terms and Conditions of
Business & Service Brigitte Schmedding GmbH**

1. General information

Our contractual partners are hereinafter referred to as Customer, Business & Service Brigitte Schmedding GmbH as Business & Service, without this having prejudice on the legal classification of the contractual relationships. The following terms and conditions are part of all contracts, which are concluded between the Customer and Business & Service, without this requiring an objection of Business & Service against possible restrictions laid down by the Customer. General Business Terms and Conditions of the Customer and further agreements as well as changes and collateral agreements are only valid to the extent that Business & Service has explicitly declared in writing that it agrees herewith. Individual agreements shall in any case have precedence. Incidentally the statutory provisions shall apply.

2. Offer and conclusion of contract

Only written contractual declarations of Business & Service, in particular service offers and acceptances of offers, shall obligate Business & Service. Oral agreements shall require the written confirmation by Business & Service in order to be binding. A conclusion of a contract will only be materialised if this is recorded in writing and the contract has been signed legally effective. Contractual amendments and new offers must be drawn up in writing and/or confirmed.

3. Digital / hybrid implementation of the event

The parties hereby agree that the event in case of problems which mean that the LIVE share of the planned event cannot be implemented, e.g.

- statutory prohibitions
- an official order

prohibiting events and/or gatherings of people for the intended period of time of the event, the LIVE parts of the event will be converted by Business & Service into hybrid and / or digital elements with unchanged payment of fees. If such a situation occurs, Business & Service will take all measures to ensure that no unnecessary further costs are incurred by the Customer and will inform any involved third-party companies without delay.

If the change in planning to a hybrid and / or digital staging of the event leads to additional costs, Business & Service will notify the Customer hereof. In case of a release by the Customer the additional costs communicated are to be assumed by the Customer. If agency and/or third-party costs are saved through the digitalisation, Business & Service will pass these savings onto the Customer.

Events which, in the opinion of both contractual parties, are designed so that they exclusively function or make sense in the form of a LIVE event can be cancelled in the cases named in Subclause 3. Paragraph 1. In this case the Customer must merely bear the costs, which were incurred at Business & Service already until the time of the cancellation (e.g. planning, cancellation costs, etc.).

4. Scope of services

The services of Business & Service shall in particular include all material and other services which are necessary for the execution of the commissioned event. The precise object of the services can be derived from the contract concluded between the parties. The number of persons upon which the services are based must be available binding and in writing as of the following deadlines:

- up to 100 persons: 14 days before the date
- up to 500 persons: 28 days before the date
- from 500 persons: 42 days before the date.

The Customer is entitled and obliged to inform Business & Service of possible changes with regard to the details regarding the number of participants provided by it upon conclusion of the contract by no later than ten workdays before the event date. The details provided in the aforementioned notification regarding the number of participants is to be understood as an independent guarantee promise of the Customer and is binding for both parties. The Customer is obliged to settle the invoice of Business & Service created on the basis of these details, whereby Business & Service is entitled, in the event of a shortfall in the originally stated number of participants of more than 10%, to increase the agreed remuneration to a reasonable extent per participant. In the event that the stated number of persons is exceeded, the settlement will be carried out on the basis of the actual number of participants. In order to guarantee the safety and the quality of the service, increases in the originally stated number of participants are only permitted with the consent of Business & Service and also only if the respective location is permitted for such an increased number of participants.

All objects and materials that are necessary for the execution of the order and which are delivered by Business & Service, with the exception of food and drinks, will merely be made available by Business & Service for the entitled person. They must be returned to Business & Service without delay after termination of the event. Missing quantities will be invoiced to the Customer after return and examination of the remaining objects according to Sentence 1 at replacement prices. Drinks which are delivered on commission basis will only be taken back if the containers have neither been opened nor damaged.

5. Impediments to service, delivery time, force majeure

The delivery and service dates stated in the respective separately reached agreement are principally binding.

Impediments to service which cannot be attributed to the scope of risks of Business & Service shall release Business & Service for the time of their duration from the obligations, the fulfilment of which has become impossible – if applicable temporarily. In the event of the release, Business & Service and the Customer are entitled to rescind the contract, even if the order has been partly carried out already. If one of the contractual parties rescinds the costs are to be reimbursed to Business & Service which they should consider necessary according to their dutiful discretion.

If interferences occur in the business operation for which Business & Service or its suppliers or subcontractors are not responsible, in particular cases of force majeure, such as war, civil commotion, epidemics, currency, trade policy or other sovereign measures, natural disasters, strike or lockout, delay in the delivery of essential raw materials, etc., which are due to an unforeseeable event without fault and lead to serious interferences to operation, then Business & Service is entitled to fully or partly rescind the contract with regard to the unfulfilled part.

The Customer can rescind with regard to the unfulfilled part insofar as a longer waiting time cannot be deemed reasonable for it and Business & Service declares that it will be able to fulfil the contract in full for an unforeseeable period of time.

The rescission is to be declared in writing and without delay after the reason for rescission has occurred. In this case, Business & Service is entitled to remuneration of the services provided until this time, whereby the provided services shall also include claims of third parties which Business & Service commissioned by relying on the implementation of the contract.

6. Rescission, cancellations

Until the day of the event the Customer can rescind the contract by a written notification. The receipt of the written declaration of rescission by Business & Service is decisive.

In case of rescission by the Customer, Business & Service can request reasonable compensation for the precautionary measures that were taken, including lost profits and its expenses. Instead of the concrete calculation of the compensation for the rescission, Business & Service can, by taking the customarily saved expenses into consideration, assert the following flat-rate claim for rescission fees. The flat-rate rescission costs amount to:

- up to 6 weeks before the start of the event – 25% of the agreed fee
- from 4 weeks before the start of the event – 50% of the agreed fee
- from 2 weeks before the start of the event – 75% of the agreed fee
- from 7 days before the start of the event – 90% of the agreed fee

The basis for the calculation is the fee agreed with the Customer plus VAT. minus the saved expenses (travelling costs, overnight accommodation, meals, etc.). The Customer remains at liberty to provide the proof that no or lower costs were incurred in connection with the rescission than the costs shown by Business & Service in the flat rate.

In addition, Business & Service is entitled, in the event of rescission of the contract by the Customer, to all third-party costs incurred until the time of the rescission in connection with the contract (e.g. catering, hostesses, secondary trade fair services such as suspension points, power and water connections, stand cleaning, entrance tickets, etc.), cancellation fees for hotels, staff for promotions, etc.

The following terms and conditions shall apply for **cancellations of staff for promotions** insofar as the staff for promotions cannot be given another adequate assignment at the same time:

Up to 28 days before the assignment: 25% of the agreed fee
Up to 14 days before the assignment: 50% of the agreed fee
Up to 7 days before the assignment: 75% of the agreed fee
Less than 7 days before the assignment: 100% of the agreed fee

The following terms and conditions shall apply to **hotel reservations** insofar as the room cannot be let otherwise:

Up to 8 weeks before travelling to the location: free
Up to 6 weeks before travelling to the location: 50% of the room price
Up to 4 weeks before travelling to the location: 80% of the room price
Less than 4 weeks before travelling to the location: 100% of the room price

The reimbursement of costs for breakfast, insofar as booked, will be oriented to the terms and conditions of the respective hotel, on which Business & Service has no influence. For each case of cancellation, a processing fee will be charged respectively in the amount of EUR 29.00.

If the Customer, despite completion declaration, does not accept the services of Business & Service without good cause or if the Customer does not satisfy, or does not properly satisfy, its payment obligations, Business & Service will, after setting a reasonable final deadline, be released from its service obligation and can request damages.

7. Contact protection, loyalty

The Customer undertakes not to commission any staff for promotions assigned within the scope of the cooperation with Business & Service, directly or indirectly, e.g. through third parties, over the course of the 12 months following the event without the involvement of Business & Service.

8. Settlement mode, payment, project progress, default

The agreed fee is agreed between the parties according to the progress of the project:

- 25% of the shown end price as a payment on account for the conception, planning, labour, services in advance as well as payments on account to locations, trade fair locations, artists and service providers directly after the signing of the contract and pursuant to invoicing,
- 25% of the shown end price at the latest 2 months (receipt of payment) before the start of the event,
- 40% of the shown end price (receipt of payment) at the start of the event,
- 10% of the shown end price as well as after the signing of the contract for the additional services commissioned by the Customer ten workdays after the issue of the final invoice for the services which were processed through Business & Service in its name.

Should the payments not have been received at the agreed date, Business & Service reserves the right to cancel already placed orders after a written threat and setting of a reasonable deadline for the payment.

The settlement will be based on the concluded contract and the stated prices contained therein. Food will be settled pursuant to the order available in writing. The other services such as drinks, staff, decoration, etc. will be settled according to actual expenses as per the order. The order may be based on an agreement regarding a down payment by the Customer. If a down payment has been agreed without the precise event date having been fixed, a down payment shall be due at the latest 7 days before the time of the event yet to be determined. The outstanding balance of the final settlement is due without delay without deduction 10 days after receipt of the invoice. In case of default of payment, interest will be charged in the amount of 9% above the respectively valid base interest rate of the European Central Bank. In the event of a change in VAT or changes in the hotel prices, we reserve the right to price changes. Our service will be provided in Germany; therefore, we are obliged to remit the VAT in Germany.

9. Complaints, defects, liability exclusion

Complaints owing to incomplete or incorrect delivery or owing to recognisable defects are to be reported without delay orally, no later however than by the end of the event to Business & Service. After expiry of this deadline, the Customer, insofar as not otherwise regulated by law (e.g. Section 377 German Commercial Code [*Handelsgesetzbuch - HGB*]) no longer has any claims against Business & Service from warranty or other legal grounds, in particular no claims for damages, with the exception of the following regulation. Business & Service will be liable for damages – no matter for which legal ground – within the scope of the liability for fault with wilful intent and gross negligence. In case of simple negligence, Business & Service will be liable, subject to statutory liability restrictions (e.g. care and attention in own matters; insignificant breach of obligation), only a) for damage resulting from the injury to life, the body or health, b) for damage resulting from the breach of an essential contractual obligation

(obligation, the fulfilment of which makes the proper execution of the contract possible at all and on the compliance with which the contractual partner relies as a rule and may rely); in this case the liability of Business & Service is however limited to compensation for foreseeable, typically occurring damage. This shall also apply in case of breaches of obligations by or for the benefit of persons, for the fault of whom Business & Service has to assume responsibility according to statutory regulations. They shall not apply insofar as Business & Service maliciously failed to disclose a defect or assumed a guarantee for the condition and for claims under the German Product Liability Act [*Produkthaftungsgesetz*]. Incidentally, the statutory provisions shall apply.

10. Passing of risk

The Customer has to inspect the goods upon delivery of said goods. With the take-over of the deliveries or of material and other services of these terms and conditions by the Customer, the risk for loss, damage, reduction and deterioration as well as for consequential damage shall pass to the Customer.

11. Warranted properties

Claims of the Customer owing to the absence of warranted properties and services can only be derived if the warranted properties have been explicitly described as such by Business & Service in the order confirmation. Otherwise, there shall be no claims on the part of Customer in this respect.

12. Confidentiality, data protection

The contractual parties reciprocally undertake to maintain secrecy concerning all internal business matters which are entrusted in their care or of which they have become aware through their activity, also after termination of the contractual relationship. These shall be deemed to be business secrets within the meaning of Section 2 Subclause 1 German Act on the Protection of Business Secrets [*Gesetz zum Schutz von Geschäftsgeheimnissen - GeschGehG*].

Business & Service is entitled to use the services provided for the Customer as a reference in other connections. The Customer is entitled to object, in writing with effect for the future, insofar as it can prove a legitimate interest for this.

It is pointed out that, within the scope of the business relationship or in connection herewith, personal data, no matter whether they stem from us or from third parties, shall be processed within the meaning of the EU GDPR. Business & Service refers to its privacy policy. You can find this at <https://www.https://www.business-und-service.de/en/privacypolicy.html>.

13. Written form

Amendments or addendums as well as the revocation even only of individual provisions of these terms and conditions shall require a written form in order to be binding. A text form shall be sufficient to revoke this provision (e.g. email).

14. Partial validity

In the event of the invalidity of individual contractual terms and conditions this shall have no effect on the validity of the above contractual provisions. The contractual parties undertake to replace the invalid contractual provisions without delay by way of supplementary agreements with such a written agreement, which shall as far as possible correspond with the result of the invalid provision from a commercial point of view.

15. Place of jurisdiction

Among merchants the place of jurisdiction of Nuremberg shall apply exclusively to all lawsuits arising from the contractual relationship as well as regarding its establishment and its validity.

16. Applicable law

The contractual relationship is subject to the law of the Federal Republic of Germany.

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