

GTCs artribute GmbH & Co. KG

§ 1

Scope of application

(1) Unless otherwise agreed, all services (conception of events, organization and planning of events and implementation, support of customers and procurement of services of third parties for the implementation of events) between the customer (hereinafter referred to as the client) and the event agency: artribute GmbH & Co. KG, Littenstraße 106 - 107, D - 10179 Berlin, (hereinafter referred to as the Agency) these "General Terms and Conditions" (GTC).

(2) Conflicting terms and conditions of the Customer shall only be effective if they are explicitly acknowledged by the Agency in writing.

(3) Should individual provisions of these "General Terms and Conditions" be invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on their basis. The invalid provision shall be replaced by a valid one that comes closest to its meaning and purpose.

§ 2

Definitions

(1) Consumers in the sense of these Terms and Conditions are natural persons who enter into a business relationship with the Agency without this being attributable to their commercial or independent professional activity.

(2) Entrepreneurs in the sense of these Terms and Conditions are natural and legal persons or partnerships with legal capacity who enter into a business relationship with the Agency in the exercise of their commercial or independent professional activity.

(3) The organizer in the sense of these terms and conditions is the client. The client as organizer of events is responsible for the contents as well as the behavior of the guests and their safety within the scope of his duties of care.

§ 3

Offers and conclusion of contract

(1) The basis for the conclusion of the contract is the respective written offer of the Agency, in which the services and additional fees are specified. The Agency's offers are subject to change and non-binding and represent an invitation to the Customer to commission the Agency to perform services.

(2) The Agency's fees are usually already covered by the services offered, unless otherwise stated. In particular, fees for graphics, visualizations, technical planning, documentation and text work are predominantly shown separately. Also charged separately are: Materials, translations, travel costs, expenses, organization and procurement costs, copyright transfers as well as technical costs such as photos, photo prints, tool costs, production of advertising materials and printing costs and

services of contractors called in (rental of personnel, premises, market research, etc.) depending on the corresponding expenditure.

(3) By commissioning the Agency to perform the selected service, the Customer submits a binding offer to conclude a contract. The contract between the Customer and the Agency shall be concluded by the Agency's written or telexed declaration of acceptance. The same applies to additions, changes or subsidiary agreements. If the Agency does not reject the acceptance within 4 weeks after receipt of the order, the confirmation shall be deemed to have been issued.

(4) An act of execution by the Agency in accordance with the order shall replace the order confirmation. By using the service of the Agency, the Customer declares acceptance of this offer and waives receipt of the declaration of acceptance.

(5) The documents, drawings, illustrations, technical data and service descriptions on the homepage, in brochures, circulars, advertisements, price lists or belonging to the offer are non-binding, as long as they are not explicitly designated as binding in the order confirmation.

§ 4

Scope of event services

(1) The scope of the contractual services results from the written order confirmation. Additional agreements or amendments that change the scope of the contractual services must be made in writing.

(2) The Agency shall inform the Customer immediately of any changes or deviations of individual services from the agreed content of the contract that become necessary after conclusion of the contract. Insofar as the agreed content of the contract is not or only insignificantly affected by the changes, the Customer shall not be entitled to terminate the contract due to these deviations. The Agency is entitled, in consultation with the Customer, to change parts of the event schedule in deviation from the service description.

(3) The Agency is entitled to conclude contracts for the implementation of an event with third parties. This concerns in particular the renting of rooms, the conclusion of contracts in the catering and service sector as well as the conclusion of contracts with artists.

(4) Insofar as the Agency provides additional services and performances outside the contractual agreement free of charge, the Agency shall be entitled to discontinue these services at any time. This shall not constitute a right of termination or a claim for reduction or damages in favor of the Customer.

§ 5

Rental material

(1) The Agency is obligated to deliver ordered rental material of average type and quality. The Agency is entitled to replace ordered rental material with equivalent or better rental material if the Agency is not able to deliver the ordered rental material.

(2) All information about rented goods contained in brochures, directories or documents of any kind, as far as they concern technical performance, operating characteristics or usability, are non-binding. Exceptions to this are individual details that have been confirmed in writing by the Agency. The agency does not vouch for the correctness of manufacturer's specifications.

(3) The Agency shall not be liable for power failures. The customer has to provide sufficient and according to the VDE for the power supply. If this is not ensured, the Agency reserves the right to terminate the rental agreement and not to hand over or put into operation any equipment that may have been rented.

(4) Renting and passing on the rental object to third parties and/or transporting and operating the rental object outside of Germany is prohibited without the written consent of the Agency. The customer is fully liable for all consequential damages resulting from the non-observance of this condition.

(5) The rental period begins on the day on which the rental object is handed over to the Customer and ends on the date specified as the return date. The Agency reserves the right to charge cancellation costs in the amount of the daily rental fee if this date is exceeded and, if necessary, to demand compensation for damages in excess thereof. The customer undertakes to return the rented equipment in the condition in which it was received. The Agency shall charge repair costs for equipment returned in a defective condition. In the case of excessively dirty rental items, the agency will charge for cleaning at cost.

§ 6

Obligations of the customer, organizer liability

(1) The Customer shall immediately provide the Agency with all information necessary for the execution of the order. Delays due to lack of cooperation of the Customer are not the responsibility of the Agency.

(2) The Customer warrants that the data provided is correct and complete; the Customer shall notify the Agency immediately in writing of any changes in personal data or essential contractual information.

(3) As an organizer, the Customer is obligated to take additional measures, if necessary, in order to comply with legal requirements, such as the regulations for the protection of minors, etc., and in particular to obtain necessary permits, etc., in consultation with authorities in a timely manner.

(4) The Customer (organizer) undertakes to take out an organizer's liability insurance with sufficient coverage for the event.

(5) GEMA fees and other permits and approvals of all kinds are the responsibility of the organizer.

(6) Photographs as well as video and sound recordings of events that go beyond private use must be approved by the Agency, especially if external services are provided by artists. Recordings of any kind for television, radio and other institutions to make, use or offer are not allowed without written permission.

§ 7 Payment, Default

(1) All services and fees offered shall be subject to the statutory value added tax and shall be payable immediately upon invoicing in the amount applicable at the time of conclusion of the contract in accordance with the order. In the event of late payment, the Agency may charge interest on arrears at a rate of 8 percentage points above the prime rate.

(2) The Agency shall be entitled to demand advances in a reasonable amount to cover its expenses.

(3) If the Customer is in default of payment, the Agency shall be entitled to refuse its performance.

(4) The Customer shall only have the right to offset if its counterclaims are undisputed by us or have been legally established. The Customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

§ 8 Concept, presentation and copyright protection

(1) If the Agency does not receive an order after participation in a presentation or after creation of a concept, all services of the Agency, in particular their content, shall remain the property of the Agency. The Customer is not entitled to use them further - in any form whatsoever.

(2) All services of the Agency (e.g. idea sketches, concepts for events, etc.) as well as individual parts thereof, remain the property of the Agency. The Customer acquires by payment of the offered services and fees only the right of use for the agreed purpose. In the absence of an agreement to the contrary with the Agency, the Customer may only use the Agency's services himself and only for the duration of the contract. Additions or changes to services of the Agency by the Customer are only permitted with the express consent of the Agency and - insofar as the services are protected by copyright - of the author.

(3) For the use of services of the Agency, which goes beyond the originally agreed purpose and scope of use, the consent of the Agency is required - regardless of whether this service is protected by copyright. The Agency and the author shall be entitled to a separate appropriate remuneration for this.

(4) Repeated uses or multiple uses of event concepts are subject to a fee; they require the consent of the Agency. The transfer of granted rights of use to third parties requires the consent of the Agency. The Agency shall be entitled to information about the scope of use.

(5) The templates provided to the Agency by the Customer (e.g. texts, photos, samples) shall be used on condition that the Customer is entitled to use them.

§ 9 Termination

(1) The Customer is entitled to terminate the contractual relationship with the Agency in writing at any time. The premature termination of the contractual relationship, however, obligates the Customer to pay the agreed service sum, in particular already rendered advance services according to the following scale:

- up to 8 months before the event = - up to 4 months before the event = - up to 2 months before the event = - from 2 months before the event =
25 % of the agreed service sum, 50 % of the agreed service sum, 80 % of the agreed service sum. 100 % of the agreed service sum.

(2) The right to extraordinary termination for both contracting parties remains unaffected.

§ 10 Warranty and Compensation

(1) The Agency undertakes to conscientiously prepare and carefully select and monitor the service providers in accordance with the duties of care of a prudent businessman.

(2) The Customer shall immediately [within three working days after performance by the Agency] assert and substantiate in writing any complaints, claims and impairments. In the event of justified and timely complaints, the Customer shall be entitled to claim damages.

(3) Claims for damages by the Customer, in particular due to impossibility of performance, positive breach of contract, culpa in contrahendo, defective or incomplete performance or due to tortious acts are excluded, unless they are based on intent or gross negligence on the part of the Agency.

§ 11 Liability

(1) The Agency shall be liable in accordance with the mandatory statutory liability provisions.

(2) The Agency shall only be liable for damages other than those resulting from injury to life, body and health insofar as the Agency or its vicarious agents are guilty of intentional or grossly negligent conduct or culpable breach of a material contractual obligation. Any further liability for damages is excluded.

(3) In the event of a slightly negligent breach of material contractual obligations, the Agency's liability - irrespective of the legal grounds - shall be limited to the amount of foreseeable damage typical for the contract, which as a rule shall not exceed the amount of the service fee.

(4) An essential contractual obligation includes such obligations that make the proper execution of the contract possible in the first place and on whose compliance the Customer may regularly rely.

(5) Insofar as the Agency is entitled to claims for damages against third parties in connection with the execution of the contract, the Agency shall assign such claims for damages to the Customer, provided that the Customer accepts the assignment of such future claims. In such a case, the Client is not entitled to any further claims against the agency. The Client is entitled to enforce such claims at its own expense.

(6) Force majeure, strikes, non-delivery or delay in delivery by the upstream supplier due to the above-mentioned circumstances, measures by authorities and similar unforeseeable events allow the Agency to withdraw from the fulfillment of concluded contracts.

§ 12 Data protection

(1) The Customer is aware of and consents to the fact that the personal data required to process the contractual relationship will be stored by the Agency on data carriers and, if necessary, passed on to affiliated companies within the scope of order processing. The customer expressly agrees to the collection, processing and use of his personal data.

(2) The stored personal data will of course be treated confidentially by the Agency. This data may be transmitted by the Agency to agents and in accordance with § 11 BDSG to carefully selected business partners, for example for the purpose of credit checks.

(3) The collection, processing and use of personal data is in compliance with the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).

(4) The Customer has the right to revoke his consent at any time with effect for the future. In this case, the Agency is obligated to immediately delete the Customer's personal data. In the case of ongoing user relationships, deletion shall take place after termination of the contract.

§ 13

Applicable law, foreign language and place of jurisdiction

(1) The business relations between the Agency and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction is Berlin.

(3) If these General Terms and Conditions (GTC) are translated into a foreign language, the German version of the GTCs shall always prevail in the event of linguistic ambiguities.

(Status: December 2019)