

General Terms & Conditions of Business

The following General Terms & Conditions of Business (Terms & Conditions) are the basis and form part of all contractual agreements between wunderbar communications GmbH and the client.

wunderbar communications GmbH hereby expressly rejects any contradictory regulations in the client's General Terms & Conditions. These General Terms & Conditions of Business apply only to contracts in which consumers are not involved.

§ 1 Conclusion of contract

1. As a matter of principle, contracts between wunderbar communications GmbH and the client come into being only on express acceptance by wunderbar communications GmbH. Quotations are without obligation.
2. The extent of the obligation to provide contractual services is determined exclusively by the service description of wunderbar communications GmbH and/or the details in the contract confirmation.
3. Supplementary agreements that alter the scope of the contractual services require express confirmation in writing.
4. Changes to individual contractual services or deviations from the agreed content of the contract which become necessary after conclusion of the contract are permitted, provided that the changes or deviations are not significant and the overall make-up of the agreed contractual services is not affected.
5. wunderbar communications GmbH undertakes to notify the client immediately of any changes to or deviations in services.

§ 2 Prices

1. All prices are understood to be net and without Value Added Tax.
2. Unless otherwise agreed, third parties are appointed in the name and on behalf of wunderbar communications GmbH. In this case, wunderbar communications GmbH is not obliged to provide invoices for the services provided on its behalf or to present invoices from the person it appoints.
3. Services not calculated in the quotation that are carried out at the request of the client and additional expenses that are caused by incorrect information from the client, transport delays for which wunderbar communications GmbH is not responsible or advance performance that is not provided on time or correctly by third parties, provided that they are not vicarious agents of wunderbar communications GmbH, shall be charged additionally at the current payment rates of wunderbar communication GmbH.

§ 3 Payment

wunderbar communications GmbH is entitled to invoice for each individual service as soon as it is performed. Unless otherwise agreed, invoice amounts are due for payment as soon as the invoices are received. Furthermore, wunderbar communications GmbH is entitled to demand advances to cover its costs from an agreed/estimated remuneration of €2,000.00 (net) as follows:

- 50% of the agreed remuneration on completion of contract
- Remainder of the price on receipt of a final invoice.

Deductions of any sort are excluded. Payments in advance are not subject to interest.

Offsetting is only permitted against legally established claims or if wunderbar communications GmbH consents to it.

§ 4 Withdrawal

1. The client is entitled to withdraw from this contract up to 7 days before the agreed commencement of the service. In the event of withdrawal, the client shall make the following payments to wunderbar communications GmbH:

- a. If the client withdraws from the contract, unless otherwise agreed, he shall reimburse the direct costs incurred up to the time of the withdrawal and the loss of profit as minimum compensation. The loss of profit is at least 25% of the net order total before Value Added Tax. wunderbar communications GmbH reserves the right to pursue further damages. In addition, the client is entitled to demonstrate that the losses incurred were lower.
- b. The planning and organisation and the site/location rent shall be paid for in full.
- c. Of the running costs incurred (personnel, catering, etc.), the following shall be paid:
 - on withdrawal up to 40 days before commencement of the service: 10%
 - on withdrawal up to 30 days before commencement of the service: 30%
 - on withdrawal up to 15 days before commencement of the service: 40%
 - on withdrawal up to 7 days before commencement of the service: 50%
 - on withdrawal after the 7th day before commencement of the service: 100%
 - or if the service is not taken up 100%

2. The commencement of the service is deemed to be the beginning of events, and in general the day on which wunderbar communications GmbH for its part is obliged to perform the contractual service due.

3. Withdrawal must be carried out in writing. The date of receipt of the notice of withdrawal by wunderbar communications GmbH is deemed to be the date on which the calculation of the period is made.

4. The withdrawal payments do not apply to services of wunderbar communications GmbH relating to the hire of items. For contracts of this

sort, in the event of withdrawal a flat rate of a standard 30% of the agreed price shall be paid by the client.

5. The withdrawal payments have been calculated taking account of the usual saved expenses. The right to demonstrate that higher losses have been incurred remains unaffected. The client is likewise entitled to demonstrate that lower losses have been incurred.

6. For any case of withdrawal on the part of wunderbar communications GmbH, the liability of wunderbar communications GmbH with regard to the client is limited to the amount of 10% of the agreed price.

7. The client is free to demonstrate that lower costs have been incurred by wunderbar communications GmbH. The burden of proof for this falls on the client. Evidence based on questioning of witnesses is excluded in this case.

§ 5 Termination

If the event is made significantly more difficult, put at risk or negatively affected as a consequence of *force majeure* which could not have been anticipated at the time of conclusion of the contract, both wunderbar communications GmbH and the client may terminate the contract. If the contract is terminated, wunderbar communications GmbH may demand appropriate compensation for the services already performed or still to be performed to complete the event.

§ 6 Liability

1. The liability of wunderbar communications GmbH in respect of the client for compensation resulting from pre-contractual or contractual claims is limited to a total of 3 times the agreed price, provided that damages were not caused by malicious intent or gross negligence on the part of wunderbar communications GmbH.

2. In addition, liability for minor negligence is excluded, insofar as this is legally permissible. It is agreed between wunderbar communications GmbH and the client that the latter shall make use of the services of wunderbar communications GmbH fundamentally at its own risk.

3. Liability on the basis of a prohibited action is limited or excluded to the same extent as in § 5 clauses 1 and 2, insofar as this is legally permissible.

4. In the event that the services offered by wunderbar communications GmbH are associated with increased risk, wunderbar communications GmbH may require the client to sign a separate exclusion of liability. wunderbar communications GmbH undertakes to offer a higher liability sum at the request of the client by taking out or arranging liability insurance, provided that the risks are insurable. The insurance premiums for the higher insurance shall be refunded to wunderbar communications GmbH as expenses in this case. Otherwise, the above liability provisions apply.

5. Insofar as wunderbar communications GmbH offers or provides its services on behalf of a client to a third party (i.e. persons who are associated with the client, e.g. vicarious agents of the client, guests of the client, etc.), the client shall indemnify wunderbar communications GmbH against any third-party claims for liability, insofar as they exceed the liability limits specified above. The client undertakes to agree the same liability limitations and exclusions with the participants in favour of wunderbar communications GmbH.

6. wunderbar communications GmbH cannot accept liability for any materials, pieces of equipment or spaces provided by the client or third parties

for running events. To this extent, the client indemnifies wunderbar communications GmbH against any liability claims made by the client or participants against wunderbar communications GmbH.

7. wunderbar communications GmbH particularly cannot accept liability if personnel are subject to the client's instructions during the event.

§ 7 Rent, loan and loss of and damage to objects

1. If wunderbar communications GmbH rents or borrows objects of any sort, the client is liable for loss, damage or other impairment to the substance and purpose of the rented or loaned objects. The re-purchase cost is the basis for compensation claims by wunderbar communications GmbH.

If tableware (in particular glasses, cutlery, bowls, dishes, etc.) is used by wunderbar communications GmbH and is lost or damaged, the client is obliged to replace it at the re-purchase cost unless the loss or damage is the fault of employees of wunderbar communications GmbH.

2. wunderbar communications GmbH may demand that an insurance policy be taken out by the client for the aforementioned risks.

§ 8 Construction and dismantling of bars and counters

Construction and dismantling shall be arranged with the event organiser and adapted to the circumstances on site. In special cases, a water supply is not necessary, but an electricity connection is necessary depending on the bar or counter type. For exhibition events, the client shall arrange for possible delivery directly to the hall and for exhibition passes, if these are required by personnel. The construction and dismantling agreements apply to level access to the event site. Overtime for personnel resulting from delivery to multi-storey event sites shall be invoiced.

§ 9 Arrangement service

1. wunderbar communications GmbH cannot accept liability for service disruptions and damages in connection with services that are merely arranged as external services and/or which are expressly identified as external services in the quotation.

2. If, in an arrangement transaction, a service due from the client is not possible, wunderbar communications GmbH shall be indemnified against any claims by the other client. This also applies to breaches of contract and other compensation claims.

3. Insofar as wunderbar communications GmbH acts as an agent for services, artistic performances, etc., the respective client undertakes not to use the contacts made by wunderbar communications GmbH to conclude direct transactions. This obligation of the client is limited to the specific duration of the individual order. In the event of a breach of this obligation, wunderbar communications GmbH is to be treated as if the prohibited direct transaction had been arranged by wunderbar communications GmbH. In this case, wunderbar communications GmbH has a right to payment of the arrangement fee – per breach by the client – that the client would have paid for the specific arrangement transaction to wunderbar communications GmbH.

4. If wunderbar communications GmbH acts in the name and on behalf of the client as an agent, the client is directly responsible for costs incurred in relation to running the event, such as GEMA, local charges and similar.

§ 10 Warranty

1. wunderbar communications GmbH has a right to withdraw from events in which participation requires particular suitability of a physical or other sort, including during the event, insofar as execution of the contract is impossible for those reasons and withdrawal is in the clear interest of the client or participating third parties. wunderbar communications GmbH is also entitled to exclude individual participants from the event if this appears necessary for reasons associated with the person of the client.

2. If a service is not performed or is not performed in accordance with the contract, the client must make complaint about the defective service immediately and demand remedy. The client may only decline substitute services from wunderbar communications GmbH if it is unreasonable for him to accept them for good reason that is clear to wunderbar communications GmbH. This is the case, in particular, if the overall make-up of the booked event is affected by accepting the substitute service.

3. In the case of any disruptions to services, the client is obliged to cooperate within the framework of the statutory provisions in avoiding or minimising any damage. The client is obliged in the event of any disruptions to services to do everything reasonable to help to rectify the disruption and minimise the damage.

4. If the client claims a reduction in the contract price due on the basis of alleged inadequate fulfilment of the

contract by wunderbar communications GmbH, he is obliged to notify wunderbar communications GmbH immediately and to specify the reasons. If the contracting partner is a merchant or a legal person or a company as defined by § 14 of the German Civil Code, the following applies: In the event of complaints, claims may only be pursued against wunderbar communications GmbH if complaint is made about a service deficiency

immediately after the contractually envisaged end of the event, as defined by § 377 of the German Commercial Code.

5. If the client provides premises and spaces for running the event, he is responsible for ensuring that the premises and areas are authorised and suitable for running the event. The client is then responsible in particular for obtaining any licences required, securing routes and areas against general risks and eliminating sources of danger. The client has a legal duty to maintain public safety on the premises and site provided by him. He shall indemnify wunderbar communications GmbH against any liability arising from a breach of the obligation to maintain public safety, from the characteristics or location of the premises and areas provided.

§ 11 Protection against competition

The persons employed by wunderbar communications GmbH may not be employed by the client, either on a temporary basis or as permanent employees, commissioned by him as a sub-contractor or employed by third parties through him for a period of 18 months from the end of their work for the client. In each instance of a breach, a contractual penalty of €5,100.00 per person is agreed. Further claims for compensation remain unaffected by this.

§ 12 Concluding provisions

1. All personal details that are provided to wunderbar communications GmbH for the purpose of organising the event are protected against misuse in accordance with the German Federal Data Protection Act. The client gives his consent to storage of his data as required to complete the order.
2. Should individual provisions of these Terms & Conditions become invalid, this does not affect the validity of the remaining provisions. In place of the invalid provision, a regulation shall be agreed that comes as close to the economic intention of the parties as possible.
3. The law of the Federal Republic of Germany applies.

§ 13 Court of jurisdiction and place of fulfilment

If the contracting partner is a merchant or a legal person or an entrepreneur as defined by § 14 of the German Civil Code, the court of jurisdiction for all claims arising from this contract is Kassel. Irrespective of the value of the claim, the client may only take action against wunderbar communications GmbH at the district court that covers wunderbar communications GmbH.