

## **General terms and conditions**

**for the execution of services by the macevent GmbH in the "bauwerk köln"**

**macevent GmbH, Dillenburgerstr. 73, 51105 Cologne**

**Status: 2009**

### **§ 1 General**

These general terms and conditions apply to the services of the macevent GmbH in the "bauwerk köln", which is assigned by the client. Different terms and conditions of the client are not accepted. With the commissioning of the macevent GmbH by the client, the client recognises these general terms and conditions.

### **§ 2 Subject of the contract**

- (1) The client assigns the macevent GmbH with the contractual services according to the chronologically last offer of the macevent GmbH. As a rule, the contractual services extend to the planning, execution and monitoring of activities (events) in the "bauwerk köln".
- (2) The macevent GmbH is authorised to assign sub-orders to third parties for the rendering of services. According to the scope of services agreed upon with the client, the macevent GmbH acts as general contractor vis-à-vis third parties. The conclusion of individual contracts takes place – if not agreed otherwise in writing – directly between the macevent GmbH and the third parties. In order to ensure a smooth execution of the order, the client is obliged to conduct communications with third parties exclusively through the macevent GmbH. A direct contact to potential third parties by the client excluding the macevent GmbH is not intended.

### **§ 3 Execution of the contractual services**

- (1) The execution of the contractual services takes place in close coordination between the client and the macevent GmbH. The macevent GmbH will inform the client about the status of the preparation and execution of the services. In case one party does not understand the mode of operation and performance of the other party in essential points, then the other party should be immediately notified about this in writing. Otherwise the mode of operation and the performance shall be deemed as specified in the contract.
- (2) The client can demand reasonable changes regarding the contractual services after placing the order. All additional costs arising from the alterations demanded by the client are to be incurred by the client. Alterations can lead to postponement of binding or non-binding delivery dates and time limits, for which the macevent GmbH is not responsible.
- (3) The client ensures that all necessary contributions of the client or his vicarious agents and/or all contributions of the client or his vicarious agents agreed at the placement of the order are rendered promptly, to the right extent and without incurring any costs on the part of the macevent GmbH.
- (4) In case of delay in the execution of services on the part of the macevent GmbH, the client has to set a reasonable extension of time in writing to fulfil the obligations. In case the macevent GmbH does not comply with this date, the client is entitled to cancel the relevant order and/or to withdraw from the contract.
- (5) The macevent GmbH is to be remunerated as per § 8 for the rendered partial services up to the time of the cancellation and/or withdrawal.

### **§ 4 Nondisclosure**

- (1) Each of the two parties shall keep in confidence the business and operational secrets of the other party and information received from the other party, and each shall take care that these are not accessible to the public.
- (2) The macevent GmbH is obliged to ensure the nondisclosure according to clause 1 by a third party who has been assigned for the rendering of a service.

## § 5 Copyright

- (1) The copyright on all concepts, designs, graphics, drawings, texts and other documents created by the macevent GmbH or its assigned third parties is to be protected by the client and he is permitted to use them only in the scope of the contract agreed upon.
- (2) Uses beyond that require the written approval of the originator.
- (3) Adaptation or alteration of the contractual services created by the macevent GmbH is permitted only with the prior approval of the macevent GmbH.
- (4) Rights of use of the preliminary drafts rejected by the client or not executed remain with the originator. In case the client uses concepts, which contain an intellectual, artistic or other creation of the macevent GmbH or a third party assigned by them, beyond or after the cessation of the contract, a separate agreement on fees must be made on reasonable terms.

## § 6 Guarantee and liability

- (1) For the fulfilment of the services to be rendered according to this contract and all orders in the scope of this contract, the macevent GmbH is liable to have the diligence of a prudent businessman, which liability is limited to intent and gross negligence.
- (2) The macevent GmbH is not liable and does not assume any guarantee for external services, which are not proposed by it in the agreed scope of services as per § 2. Every loss or damage is to be individually notified and established in writing as soon as it is noticed. Advanced claims are excluded.
- (3) The macevent GmbH should be immediately notified of defects in the contractual services. The client is entitled to have all defects in the contractual services remedied in reasonable time and in an economically reasonable way. In case the macevent GmbH does not remedy the defect, or a remedy is impossible or economically not viable, the client can demand for a reduction or cancel the contract and/or withdraw from it. Claims for damages exist for the rest only as far as the damage was caused deliberately or by gross negligence, or it is the breach of cardinal obligations, for which the macevent GmbH is liable only for the damages identified at the conclusion of the contract.
- (4) As far as the law does not provide for guarantee rights (withdrawal, reduction), the claims for damages of the client is restricted to intent and gross negligence.
- (5) The macevent GmbH does not act as organiser, as far as not expressly agreed upon otherwise in writing. As organiser, the client assumes the responsibility for all liability matters against everyone.
- (6) The organiser is obliged to comply with all requirements according to the German ordinance on the construction and operation of places of assembly (Versammlungsstättenverordnung -VStättVO-) dated 20 September 2002.
- (7) The organiser is obliged to take out an organiser's liability insurance or an equivalent policy against bodily injury and property damage relating to the activity dates.

## § 7 Claims for compensation and damages in case of withdrawal from contract (cancellation costs)

- (1) In case of cancellation of an event, no matter for whatever reasons, the macevent GmbH is entitled to a compensation claim for the costs arising from the cancellation.
- (2) Independent thereof, the client is obliged to pay, according to the following itemisation, a part of the agreed gross rent as well as the agreed gross additional costs as compensation.  
 Cancellation of the event after signing of the contract= 25 % of the gross rent.  
 Cancellation of the event within 12 to 8 weeks before the date of the event = 50 % of the gross rent.  
 Cancellation of the event within the remaining 8 weeks before the date of the event = 100 % of the gross rent.  
 Cancellation of the event within the remaining 2 weeks before the date of the event = 100 % of the gross rent plus other cancellation costs due to additional agreements with external service providers, e.g. catering, extra technicians, seating, manpower etc., will be separately accounted for and invoiced.
- (3) Basis of the calculation of the cancellation costs are the 100 % list prices. Rebates and special arrangements within the scope of the event supply are not credited.
- (4) The cancellation of an order shall be in writing.

## § 8 Remuneration

- (1) The client shall pay the remunerations listed and assigned in the offer. All prices are quoted exclusive of the statutory turnover tax.
- (2) The above-mentioned costs are to be paid in instalments. The first instalment amounting to 100 % of the total amount is to be paid by bank transfer to one of the accounts 14 days before the contractually agreed event. This advance payment is an essential part of the contract. The client accordingly receives an on-account invoice. The final invoice for the remaining amount including all variable costs that are not registered on the cost overview, as the case may be, is issued following the event. This amount is due for payment seven days after the invoice date.
- (3) Services that are not included in the offer are rendered only against separate remuneration.

## § 9 Other terms

- (1) In case a provision of this contract becomes ineffective, the effectiveness of the rest of the provisions is unaffected by this. In such a case, the parties shall replace the ineffective provision by an effective one that comes closest to the ineffective provision from an economic point of view.
- (2) Alterations and additions to the contract shall be in writing.
- (3) Hand written alterations to the contract have to be signed by both contracting parties.
- (4) In case the GEMA fee falls due for the conduct of the event, the client is liable to pay it. The client is obliged likewise to undertake registrations regarding this, unless it is agreed otherwise in writing.
- (5) The place of fulfilment and jurisdiction for both parties is Cologne.
- (6) Contracts and all placed orders are subject to the laws of the Federal Republic of Germany.