

General Contractual Terms and Conditions

REALIZE GmbH

§ 1 Scope of Contract

1.1. The following Terms and Conditions apply to contractual services supplied by REALIZE GmbH (hereinafter referred to as REALIZE).

1.2. REALIZE shall not recognize any contrary terms and conditions of Customer, even in cases where REALIZE performs orders without specific advance declaration of its refusal of Customer's terms and conditions

1.3. These Terms and Conditions shall also apply to future business relations without the necessity of repeating this express agreement.

§ 2 Conclusion of the Contract

2.1. Our quotation, submitted in the form of a draft event schedule, shall remain subject to confirmation until the contract is concluded.

2.2. Customer's acceptance of the draft event schedule submitted by REALIZE shall be deemed confirmation of the commission to REALIZE on the part of Customer.

2.3. Conclusion of the contract shall be effected by written acceptance by REALIZE.

§ 3 Terms of Payment

3.1. Customer shall make an advance payment of 50% of the most recent approved budget upon signing the contract. A further 40% of the most recent approved budget shall be payable four weeks prior to the commencement of the event. After completion of the event REALIZE shall submit a final account, payable 14 days after receipt by bank transfer onto one of the REALIZE bank accounts. All prices are net unless specified otherwise.

3.2. REALIZE and Customer may agree on methods of payment and deadlines that diverge from those given in Para. 3.1.

3.3. Expenses incurred shall be invoiced by REALIZE separately from the (gross) event price. Corresponding original receipts shall be handed over to Customer.

§ 4 Provision of Performance

- 4.1. Details of the performance to be provided are specified in the detailed quotation included with the event concept submitted by REALIZE.
- 4.2. Ancillary agreements extending the scope of contractual performance shall not be deemed binding unless expressly confirmed by REALIZE.
- 4.3. Any pictures and content utilized for booking purposes are included solely as non-binding information. No guarantee is undertaken for their content.

§ 5 Changes in Performance and Prices

- 5.1. Changes or deviations between individual items of performance and the agreed content of this Contract that become necessary after conclusion of the contract and that are not implemented in bad faith shall be permitted, provided said changes or deviations are not material and do not affect the overall nature of the event as booked. Should the changed performance contain defects, warranty claims shall remain unaffected.
- 5.2. In the case of increases to VAT in the target country (venue country) REALIZE reserves the right to adjust its figures and submit invoices accordingly.
- 5.3. All-in sums for organization are calculated on the basis of experience and on details furnished by an internal time tracking program. REALIZE reserves the right to adjust original calculations of working hours accordingly if actual time spent is significantly over- or under these calculations.
- 5.4. All prices given for performance abroad are calculated on the basis of the exchange rate defined in the Quotation. Changes to the exchange rate are excepted.
- 5.5. REALIZE undertakes to inform Customer immediately of any changes to or deviations from performance.

§ 6 Cancellation / Termination of Contract / Change of Booking

- 6.1. In the event of cancellation in whole or in part by Customer, invoices shall be issued to Customer for the costs of the individual performance providers. Customer's conclusion of the contract shall be deemed acceptance of the terms of cancellation of the individual performance providers by Customer. Customer may request REALIZE to provide copies of these terms. In our experience, and without claim to the completeness, binding character or correctness of these details, probable cancellation fees for performance providers are: up to 04 weeks before arrival: 30% of agreed costs 30 days to 14 days before arrival: 50% of agreed costs 14 days to 02 days before arrival: 80% of agreed costs 01 day before arrival up to time of arrival: 100% of agreed costs

6.2. Furthermore, REALIZE may demand reimbursement for its own performance provided and expenditures made up to the time of cancellation, and may invoice Customer for same on an hourly basis.

6.3. Changes involve costs. Additional costs by further performance providers are accepted.

6.4. If the execution of the event is considerably hampered, endangered or impaired for reasons which were not foreseeable at the time of concluding the Contract, both REALIZE and Customer shall be entitled to cancel the Contract. In case of cancellation REALIZE may demand adequate compensation for performance already provided.

§ 7 Liability

7.1. REALIZE accepts no liability for performance that cannot be realized on grounds of force majeure or unfavorable weather conditions.

7.2. The following provisions shall apply to events to be executed by REALIZE which qualify as travel under the terms of the German Civil Code, Arts. 651 a ff.

7.3. Contractual liability of REALIZE for damages which do not constitute bodily harm shall be limited to a sum equal to three times the amount of total price for the event / number of participants. This liability shall be limited to claims made on the grounds of unauthorized actions which are not based on deliberate intent or gross negligence.

7.4. REALIZE accepts no liability for interruptions to performance in connection with performance in the form of external services by external providers for which it has merely acted as agent and which are specifically indicated as external services in the event concept.

7.5. Claims for damages against REALIZE shall be limited or excluded to the extent that on the grounds of international agreements or statutory provisions based on international agreements which apply to performance to be provided by a performance provider, a claim for damages against the performance provider only can be upheld under certain preconditions or conditions or is excluded under certain conditions.

§ 8 Severability Clause

8.1. If individual provisions of this Contract are or prove to be invalid, the validity of the Contract as a whole shall remain unaffected.

§ 9 Advertising and promotion

9.1. Customer agrees that REALIZE may utilize the event organized by REALIZE on Customer's behalf for the purpose of advertising and promoting REALIZE.

§ 10 Copyright Clause

10.1. Copyright and intellectual property rights for all concepts, drafts, graphic works, sketches, drawings and plans, and other documents produced or commissioned by REALIZE shall remain the exclusive property of REALIZE. Copyright protection thus applies to all such concepts, drafts, graphic works, sketches, drawings and plans and other documents in the form submitted.

10.2. Realization of the event or parts thereof without the participation of REALIZE or the distribution, quotation or reproduction of all documents pertaining to the event in whole or in part with the purpose of transferring them to third parties shall only be permitted with the express prior written authorization of REALIZE.

§ 11 Protection of Sources

11.1. Customer undertakes to refrain from conducting business with the known contacts, whether legal or natural persons, whether directly or via intervening third parties.

11.2. Similarly, the performance providers undertake to refrain from initiating direct contact with Customer without express permission from REALIZE.

§ 12 Place of Jurisdiction

12.1. The General Terms and Conditions of REALIZE apply. The place of jurisdiction is the domicile of REALIZE.