

# General Contractual Terms and Conditions

## REALIZE GmbH - Agentur für Live Marketing

### § 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/ Prices

- 3.1. All prices and price quotations, even if not expressly designated as such, are to be understood in EURO without statutory taxes and duties and without other, possibly arising public-legal additional charges.
- 3.2. 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 six 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. REALIZE and Customer may agree on methods of payment and deadlines that diverge from those.
- 3.3. The provisional budgets specified in the rough cost calculation apply to the scope of services and deliveries specified in the individual contract/order. Additional or special services will be charged separately. The daily rates applicable to the Contractor's services are set out in the individual contract/order.
- 3.4. Expenses incurred shall be invoiced by REALIZE separately from the (gross) event price. Corresponding original receipts shall be handed over to Customer.
- 3.5. Individually listed items and additional costs can be settled at a flat rate. Service charges include costs such as communication and office lump sums.
- 3.6. All delivered goods remain the property of REALIZE until full payment has been received.

#### **§ 4 Provision and Changes 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. The budgeted offer prices are valid for 4 months from the conclusion of the contract. If delivery periods extending beyond these 4 months have been agreed, the contractor is entitled to pass on price increases of the manufacturers or suppliers or wage increases to the client. The Customer may withdraw from the contract if the increase in the total price is more than 5% of the total price budgeted at the time of conclusion of the contract. In this case, the client is entitled to remuneration for the services rendered up to that point, whereby the services rendered also include claims by third parties which the contractor has already commissioned in reliance on the execution of the contract. Further claims are mutually excluded.

4.8. If the start or continuation of the service provision is delayed for reasons for which the contractor is not responsible, the contractor shall be entitled to charge separately for any additional expenditure incurred as a result. In this case, the contractor's calculation rates valid on the day of performance shall be decisive.

4.9. Services not listed in the rough cost calculation, which are carried out additionally at the request of the Client or additional expenses caused by incorrect information provided by the Client or preliminary work not carried out on time or professionally by the Client or other third parties (insofar as these are not vicarious agents of the Contractor) shall be invoiced to the Client additionally.

4.10. 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.

4.11. REALIZE undertakes to inform Customer immediately of any changes to or deviations from performance.

## **§ 5 Budget management and price changes**

5.1 In the design phase, the contractor shall prepare a rough cost calculation, issue which results in the provisional budget size for the customer's event.

If no overall agreement is available or has been legally bindingly concluded at the start of event realization, the contractor will have the client release the corresponding partial services before the start of realization.

5.2 Subsequently, the contractor must continuously maintain and update the budgets. and transmit it to the client. For this purpose, the contractor shall prepare offer updates at regular intervals. If the client does not object to an updated offer within 5 working days after notification, the updated budget is considered approved.

5.3 The client is aware that due to changes, rescheduling or adjustments may result in additional costs. Additional costs that arise in connection with change requests (e.g. conception and/or project management through new research, conception, rescheduling, etc.) will be reimbursed to the contractor. The prerequisite is that the additional costs have been notified by the contractor and released by the client (release by e-mail is sufficient). In urgent cases, the Contractor may also demand reimbursement of such costs without prior release by the Client, which are necessary or appropriate for the event and which correspond to the interest and the actual or presumed will of the Client (§ 683 BGB).

## **§ 6 Termination of the contract**

6.1 The customer is entitled to terminate the contract at any time.

6.2 If the Customer terminates the contract, REALIZE is entitled to reimbursement of the expenses incurred up to that point, including claims by third parties that the Contractor has commissioned in reliance on the execution of the contract.

By concluding the contract, the customer acknowledges the cancellation conditions of the individual service providers as well as of REALIZE. If necessary, the customer can demand that REALIZE hand them over.

6.3 With regard to services that have not yet been provided by REALIZE at the time of cancellation, 30% of the remuneration agreed upon for these services is agreed upon as saved expenses.

REALIZE will offset this rate against its claim to remuneration, unless REALIZE proves that only lower expenses were actually saved. Conversely, the customer is free to prove that the contractor has been spared higher expenses.

6.4 The right to terminate the contract for good cause remains unaffected. The prerequisite is that a corresponding written request to eliminate the important reason within an appropriate period of time has been made beforehand and that the period of time has expired without result. Good cause shall be deemed to exist in particular if the customer has persistently or grossly breached his contractual obligations and in particular if he does not properly meet his payment obligations despite being requested to do so. In the event of termination for good cause by the Contractor or withdrawal for reasons for which the Customer is responsible, the above provision in paragraphs (6.2. and 6.3.) shall apply accordingly. The Customer is at liberty to prove that no damage or only damage in the amount stated has occurred. The assertion of further damages is not excluded.

6.5 If the event is considerably impeded, endangered or impaired as a result of force majeure not foreseeable at the time of conclusion of the contract, both parties shall be entitled to withdraw from the contract. In this case, REALIZE is entitled to compensation for any expenses incurred up to that point, including claims by third parties that REALIZE has commissioned in reliance on the execution of the contract.

## **§ 7 Liability**

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