# General Terms and Conditions

for Event Production and Event Services
eventIQ a business unit of eventa AG



These General Terms and Conditions ("Terms") apply to all offers, orders and contracts of eventIQ, a business unit of eventa AG, Flurweg 11, 82402 Seeshaupt, Germany (commercial register HRB 131698, local court of Munich), in the field of event production, technical event services, equipment rental and related staffing services.

For the event production / event services business unit, these Terms replace eventa AG's "General Terms of Sale" (as of 11/2022), which were drafted for the sale of goods and do not apply to services provided by this business unit.

## I. Scope, Contracting Parties, Formation of Contract

**1.** These Terms apply to all contracts for event production, technical event services (including but not limited to sound, lighting, video, rigging, stage/exhibition construction), equipment rental and related staffing services ("Services") entered into by eventIQ, a business unit of eventa AG ("eventIQ", "we", "us"), with business customers ("Client"). Where the Client is a consumer, these Terms apply only to the extent not superseded by mandatory consumer protection law.

**2.** Deviating, conflicting or supplementary terms of the Client shall not become part of the contract unless we expressly agree to them in writing. This also applies if we perform the Services without reservation while aware of such terms.

**3.** Our offers are non-binding unless expressly designated as binding. A contract is formed only upon our written order confirmation or upon commencement of performance.

**4.** Amendments and supplements to the contract require text form (email is sufficient). This also applies to any waiver of this written-form requirement.

## II. Scope of Services

**1.** The scope of the Services owed by us is conclusively set out in the order confirmation or the applicable proposal/work order. Oral side agreements, assurances or representations become binding only upon our written confirmation.

**2.** Service descriptions, renderings, sample concepts and technical specifications contained in proposals are, unless expressly designated as binding, non-binding indications and do not constitute a warranted characteristic.

**3.** Change requests by the Client after order confirmation require a written change order specifying any additional costs and schedule adjustments before implementation.

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## III. Prices and Remuneration

**1.** The price stated in the order confirmation applies, plus statutory VAT.

**2.** Where remuneration is invoiced, in whole or in part, on a time-and-materials / actual-expenditure basis, the parties shall agree a binding cost ceiling ("Budget Cap") in the order confirmation. Any costs exceeding the Budget Cap require our prior notice and the Client's written approval; without such approval, costs above the Budget Cap are not chargeable.

**3.** Cost estimates are non-binding unless expressly designated as fixed prices; we will notify the Client without undue delay of any foreseeable overrun exceeding 10%.

## IV. Payment Terms

**1.** Unless otherwise agreed in the order confirmation, the following payment schedule applies: 85% deposit upon award of contract, 15% final payment after completion of the event. The final payment also covers any additional on-site work and materials ordered by the Client during the event.

**2.** Where the agreed event date falls several months after the award of contract, an alternative payment schedule may be agreed individually at the Client's request.

**3.** For Clients domiciled outside Germany, we are entitled to require 100% prepayment before commencement of performance. If payment is not received in due time, we are entitled to withhold performance until payment has been received in full.

**4.** Unless otherwise agreed, invoices are due for payment without deduction within 14 days of the invoice date.

**5.** In the event of default in payment, we are entitled to charge default interest at the statutory rate and to withhold further performance until outstanding amounts have been settled.

**6.** The Client may only set off undisputed or legally established claims and has a right of retention only with respect to claims arising from the same contractual relationship.

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## V. Cancellation, Postponement and Contract Changes by the Client

**1.** If the Client cancels a confirmed order, the deposit paid under Section IV.1 (85%) is forfeited to us in full in any event.

**2.** In addition to the forfeited deposit, the outstanding balance (15%) becomes due on a graduated basis depending on the time remaining until the agreed event date, unless otherwise agreed: 90 days or more before the event, none of the balance becomes additionally due; 89–30 days before, 50% of the balance; 29–14 days before, 75% of the balance; less than 14 days before or no-show, 100% of the balance (i.e. the full agreed remuneration).

**3.** Costs already incurred and evidenced (including bindingly ordered third-party services, staffing and equipment reservations) that exceed the amounts under Sections V.1 and V.2 shall additionally be reimbursed by the Client, to the extent such costs cannot otherwise be utilised.

**4.** The Client reserves the right to prove that our actual loss was lower; we reserve the right to prove that our actual loss was higher.

**5.** Subject to our availability, the event date may be postponed once free of charge up to 30 days before the original date; thereafter the cancellation rates above apply accordingly unless a replacement date is realised within 12 months.

## VI. Force Majeure

**1.** If Services cannot be provided as agreed due to circumstances beyond a party's reasonable control (including natural disasters, governmental orders, pandemics/epidemics, strikes, war, terrorism, or unavailability of the venue), the affected performance obligations are suspended for the duration of the event.

**2.** If such an event lasts longer than 30 days, or if it renders the event impossible to hold, either party may withdraw from the contract. In that case, Services already rendered and costs evidenced shall be paid or reimbursed by the Client; the cancellation scale under Section V does not apply in this case.

**3.** The parties shall notify each other without undue delay of the occurrence of a force majeure event and shall work towards an appropriate solution, in particular a postponement of the date.

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## VII. Client's Duties to Cooperate

**1.** The Client shall ensure timely access to the event venue, that all permits required for performance of the Services (in particular under assembly, building and fire-safety law) are in place, and that all information required for technical planning (including structural load data, power supply and rigging point capacities) is provided to us in good time.

**2.** Delays or additional costs resulting from a breach of these duties to cooperate shall be borne by the Client.

## VIII. Performance of Services, Subcontractors

**1.** We are entitled to engage qualified subcontractors and vicarious agents to perform the Services; we remain responsible to the Client for their proper performance.

**2.** Safety-relevant work (in particular rigging and truss/load installation) shall be carried out exclusively by personnel qualified and demonstrably trained for such work, in compliance with the applicable regulations (including German DGUV/BGV C1 accident-prevention rules and the applicable Assembly Venues Ordinance, or equivalent local regulations at the venue).

## IX. Insurance

**1.** For the duration of the performance of the Services, we maintain commercial general liability insurance customary for our operator obligations (Betreiberpflichten), with coverage of on average EUR 50,000,000 per occurrence, covering the event venue, personal injury and damage to equipment/materials. Evidence of this coverage will be provided to the Client upon request.

**2.** The Client is responsible for obtaining its own event organiser's liability insurance and for insuring its own and any Client-supplied property, unless expressly agreed otherwise.

## X. Liability

**1.** We are liable without limitation for intent and gross negligence, under the German Product Liability Act, and for loss of life, bodily injury or damage to health.

**2.** In the event of a slightly negligent breach of a material contractual obligation (an obligation the fulfilment of which is essential to the proper performance of the event and on whose observance the Client may reasonably rely), our liability is limited to the loss typically foreseeable at the time the contract was concluded, but in any event capped at the coverage amount of our commercial general liability insurance under Section IX.1.

**3.** In all other respects, liability for slightly negligent conduct is excluded; this applies in particular to indirect damages and loss of profit.

**4.** The rules on the burden of proof remain unaffected.

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## XI. Intellectual Property

**1.** All copyright and other intellectual property rights in concepts, show designs, creative works, drafts, renderings and other copyrightable work product created by us ("Concept Deliverables") remain with us, unless expressly agreed otherwise in writing.

**2.** Upon payment in full, the Client receives a simple, non-exclusive right to use the Concept Deliverables, limited in time and place to the specific event. Any further use for other events, transfer to third parties, or modification requires our prior written consent and, where applicable, separate remuneration.

**3.** Concept Deliverables that are not commissioned (e.g. developed as part of a pitch) may not be used by the Client, disclosed to third parties, or used as a basis for commissioning a third party.

## XII. Data Protection

**1.** To the extent we process personal data of the Client's guests or employees in the course of performing the Services (e.g. badge printing, guest lists, access control), this shall be governed by a separate data processing agreement pursuant to Art. 28 GDPR, made available upon request.

**2.** Both parties undertake to comply with applicable data protection law, in particular the GDPR.

## XIII. Confidentiality

**1.** Both parties shall treat non-public business and technical information received from the other party as confidential and shall use it solely for performance of the contract. This obligation survives termination of the contract.

## XIV. Service Defects

**1.** Any defect in performance occurring during the event must be reported without undue delay so that we have the opportunity to remedy it.

**2.** In the event of a justified complaint, we are entitled, at our discretion, to remedy the defect or provide a replacement performance, to the extent actually feasible during an ongoing event. Otherwise, the statutory warranty rights apply, subject to the limitation of liability under Section X.

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## XV. Term and Termination

**1.** Framework agreements may be terminated by either party with three months' notice to the end of a calendar quarter, unless otherwise agreed. Termination of a framework agreement does not affect individual orders already confirmed.

**2.** The right to extraordinary termination for good cause remains unaffected.

## XVI. Place of Performance, Venue, Governing Law

**1.** The place of performance is Seeshaupt, Germany.

**2.** The venue for merchants is Munich, Germany. We may also bring proceedings against the Client at the Client's general place of jurisdiction.

**3.** These Terms and all contracts governed by them are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules of private international law.

## XVII. Governing Version, Language

**1.** These Terms are provided in German and English. In case of doubt or discrepancy between the two versions, the German version shall prevail.

## XVIII. Final Provisions

**1.** Should any individual provision of these Terms be or become invalid, the validity of the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a valid provision that most closely reflects the economic purpose of the invalid provision.

**2.** The Client may only assign or transfer rights and obligations under the contract with our prior written consent.