

## General Terms and Conditions

### 1 Scope

The offers of bcc Berliner Congress Center GmbH (bcc GmbH) and any of its declarations made with the purpose to conclude a contract shall be based on these General Terms and Conditions which, upon formation of a contract, shall be deemed to be applicable to all business relations with the client, unless otherwise stipulated by the contracting parties.

### 2 Accounting principles

#### 2.1 Conclusion of contract

All claims for services to be provided by bcc GmbH must be based on a written contract.

In the absence of other declarations by bcc GmbH the **commitment period** for offers submitted by bcc GmbH shall be 14 calendar days after dispatch of the contractual text/offer to the client. Unless otherwise specified by the client, a contractual text received by bcc GmbH and/or modified or signed by the client after the expiry of the commitment period shall constitute a binding offer of the client.

The **declaration of acceptance** of an offer within the commitment period shall entitle bcc GmbH to the conclusion of a contract through the signing of a contractual document by the client, even if this declaration of acceptance does not meet form requirements (2.2).

#### 2.2 Offers by bcc GmbH

If the **end client's identity** or the **event's character** and/or **essential content** are unknown when the offer of bcc GmbH is submitted, the offer shall be **without engagement**.

**Proposals**, the sending of **service and price lists** or notification of dates shall not constitute offers.

Offers always refer to specific dates and places. Prices and services for other dates (including other hours and times of day) and places may differ.

#### 2.3 Options

Options shall guarantee the client provision of capacities for a specific period, i.e. bcc GmbH undertakes not to allocate these capacities to a third party for the time such option is valid (option period).

#### 2.4 Reservations

bcc GmbH reserves the right to initiate reasonable **space re-allocation** or **comparable alternatives** for important reasons which shall be made within capacities classified to be of equal or higher quality.

bcc GmbH does not offer **protection against competitors**. The client may not derive any rights from, or object to, other events (incl. similar events and events of the same kind) simultaneously taking place on the premises of bcc GmbH.

#### 2.5 Alterations/modifications of contract

If negotiations with the client on alterations or modifications of specified services or prices result in bcc GmbH presenting a changed specification of services and/or prices, the client shall check the new specification within a reasonable time period (usually 7 calendar days) and immediately inform bcc GmbH of any requests for changes.

Unless the client raises an objection, the new performance/price profile shall be deemed to have been agreed, provided that this is pointed out by bcc GmbH when the price/service specification is sent to the client. The provisions of the commercial letter of confirmation shall be unaffected by the foregoing provision.

Any services the client verbally specifies on the day the event takes place and bcc GmbH subsequently provides, as well as services provided in excess of the contractual scope of performance (especially in terms of timeframe, number of participants, capacities) shall create a reasonable right to compensation of bcc GmbH pursuant to clause 12.1 in consideration of the **express surcharge**. The client shall have no right to claim services or articles that are not a part of the contract.

The client indemnifies bcc GmbH against third party claims asserted as a result of the contractually agreed scope of services being exceeding as described above.

#### 2.6 Form requirements

Unless otherwise agreed or specified in these General Terms and Conditions, all bindings offers, options as well as agreements including any alteration or cancellation thereof must be executed **in writing** or **via electronic media** (§§ 126, 126a BGB). The **written form** (§ 126b BGB - fax copies or e-mail with signature) shall be deemed to be in compliance with the time-limit if this is in accordance with the requirements of a given contract or the sender immediately serves the original documents upon the receiver.

Oral arrangements made with the participation of a businessman or a client who acts in a commercial or self-employed capacity shall also be effective when one of the parties involved confirms the arrangement in writing and the other party does not object immediately.

### 3 Exclusivity of services

As the operator of an events venue which includes catering as well as provision of conference- and event-related technical services, bcc GmbH offers the associated human resources and technical capacities. These services are provided by bcc GmbH on the basis of price lists, and may be executed by bcc GmbH's permanent co-operation partners.

In the event that a contract is concluded without these services being stipulated, the client may request a binding offer by bcc GmbH on these services to be made on the basis of the applicable price lists.

In case a client uses such services without any additional arrangement, a compensation as provided by the price lists that are applicable at the time of such use shall be deemed to have been agreed.

Services **by third parties** or **by the client itself** shall be excluded unless bcc GmbH gives its consent in writing. In case the client fails to comply with the foregoing provision, bcc GmbH may choose to implement the provisions of clause 14.3 or to demand an adequate compensation for losses incurred, which will be at least 30% of the turnover normally connected to the services in question, unless the client is able to prove the unreasonableness of such claim.

### 4 Gastronomic services, catering

The gastronomic supply and the effects of non-compliance with the exclusive catering provision shall be subject to the following **special terms and conditions** of bcc GmbH:

#### 4.1 All-inclusive prices

Unless expressly stipulated, the cost of **staff deployment** is not covered by the all-inclusive prices.

#### 4.2 Participation of client

The client agrees to inform bcc GmbH in writing about the scope of performance, the number of participants and the provision times

- not later than one month prior to the date of the event when the event has more than 500 participants
- not later than fourteen days prior to the date of the event when the event has more than 200 participants.

If the client fails to do so, bcc GmbH shall be entitled, after an unsuccessful reminder (with no form required) and at a period of notice of just three workdays, to **rescind** the contract in terms of the contractual gastronomic services or parts thereof or alternatively to charge an **express surcharge** on the list prices.

#### 4.3 Change requests made by client

The client may reduce the number of participants in the gastronomic supply service

- by 30% giving at least ten workdays' notice prior to the agreed service deadline and
- to a minor degree (up to 10%) giving at least five workdays' notice prior to the event/delivery

without having to pay cancellation fees.

Insofar as the compensation of bcc GmbH has been computed on the basis of attendance figures, such compensation shall be reduced correspondingly. In case the number of participants increases, the compensation shall increase correspondingly.

In the event that the client requests a **change in number of participants by more than 20%** of the originally agreed number, bcc GmbH may offer these services at changed prices. This also applies in the event that the service in case of a minor change in number of participants cannot be adopted to the previous calculation basis. When the offer is not accepted, any change in the number of participants shall be irrelevant.

When **drinks** have been ordered for **conferences** at or inside conference rooms, the client may request non-consumed cold drinks to be credited to the client's account, however only up to a maximum of 50% of the ordered amount and only if no all-inclusive price has been agreed upon for the conference. The hot drinks quantities shall be charged on an as-ordered basis.

bcc GmbH will provide the gastronomic services at the times agreed upon. bcc GmbH does not assume any liability for the consequences of deviations from the **times agreed upon for providing the gastronomic services** during an event and may request the client to reimburse expenses and

prejudices so incurred, unless bcc GmbH is at fault with regard to such deviation.

### 5 Event service and technical services for conferences

The event service and the technical services for conferences are the responsibility of bcc GmbH and its contractors. This includes the operation and maintenance of equipment.

#### 5.1 Scope

**Event service and technical equipment for conferences** within the meaning of this agreement include the following:

- a) PA system,
- b) lighting system,
- c) multimedia presentation,
- d) recording equipment,
- e) interpreting equipment,
- f) communications systems of bcc, IT services,
- g) set-up services (incl. furniture and accessories, such as flags, lecterns, pin boards, flipcharts, presenter's case and stationary screens etc.),
- h) set-up of decorations, special building services.

#### 5.2 Operation

Unless otherwise stipulated, such equipment shall be operated and maintained by bcc GmbH personnel or contractors only.

#### 5.3 Participation of client

The client shall submit the **requirements profile** for the event service and the technical services for conferences not later than **one month before the event is due to begin**. Requirements that are specified at a later date may be rejected by bcc GmbH if compliance with such requirements is not possible, not reasonable or connected with additional expenditures the client is not prepared to pay for. The usual time of procurement of individual technical equipment is 48 hours. Attention is invited to bcc GmbH's right of termination pursuant to 14.2, lit. I).

#### 5.4 Special liability provisions

The client shall be responsible for making sure that no third parties operate or otherwise utilise equipment during the event or the time of hand-over to the client. The foregoing provision shall also apply in the event that staff or contractors of bcc GmbH are present.

In the event that **IT and communication resources** are handed over to the client, the client shall be responsible for making sure that such resources during the hand-over period are used for event-related purposes only. During the hand-over period, the client shall be responsible for the use of such resources, as well as any damage (for instance resulting from unauthorised intrusion) and improper handling thereof. The client shall also be responsible for contents, compliance with the data protection legislation, and for preventing the resources from being used in conjunction with criminal acts. This also applies to the provision of storage media and hand-over for the set-up of internet cafés. In these cases, bcc GmbH shall not be a supplier as stipulated by § 3 TDG. The client shall be responsible for the execution of duties as stipulated by §§ 8 ff. TDG.

The client indemnifies bcc GmbH against the claims of third parties arising in the above context.

### 6 Security personnel

bcc GmbH shall be responsible for assessing the need to provide a control and security service for the event. Such service shall be provided by personnel commissioned by bcc GmbH, with the costs accrued being included in the itemised bill submitted to the client.

### 7 Wardrobe

The client undertakes to make sure that visitors use the designated facilities for leaving their wardrobe. Also to be deposited at the cloakroom shall be umbrellas, shopping bags and baggage.

bcc GmbH permits the set-up of a cloakroom, but is not in charge of its handling. bcc GmbH shall not be liable for any damage or loss of the client or third parties resulting from a cloakroom service. The client indemnifies bcc GmbH against the claims of third parties.

In the event that the client uses bcc GmbH personnel to operate the cloakroom, their liability shall be limited to intent and gross negligence. In that case, the client shall take out a cloakroom insurance.

### 8 Approval requirement

Notwithstanding further approval requirements, the following shall require bcc GmbH's prior written approval:

- commercial sound and video recordings of any kind whatsoever,
- publishing and distribution of sound and video recordings for public use,
- any kind of advertising and trading on the premises of bcc GmbH.

All promotional material designed to advertise an event may be used only at the places designated by bcc GmbH, and shall be subject to bcc GmbH's express approval.

## 9 Safety regulations, principles

The client undertakes to restrict admission to the venues to the specified and/or agreed number of people. The client must comply with the regulations of the building supervisory and fire protection authorities as well as the General Safety Regulations of VDE (Association of German Electrical Engineers) etc. In the event that the client fails to make the respective arrangements, bcc GmbH may at client's expense request the deployment of fire guards and first-aid personnel.

Escape routes and emergency exits, emergency lighting installations, fire extinguishing systems and fire alarms may not be blocked by standing or hanging objects.

## 10 Permits (building supervisory authority, fire brigade, Technical Inspection Agency)

The client shall apply in due time for the official permits required for the events. Any permits the client fails to procure may be obtained by bcc GmbH at client's expense. bcc GmbH assumes no responsibility for time limit monitoring, applications for legal remedy etc. The bcc GmbH shall be liable only for damages it is responsible for by wilful or gross negligence. bcc GmbH may refuse to provide services in part or in full, if the client fails to provide proof of having obtained the required approvals and official permits in due time.

## 11 GEMA

GEMA (association for musical performing rights and mechanical rights of reproduction) registration and fee payment is the responsibility of the client. This also applies to other companies exploiting the rights of third parties.

## 12 Compensation for services rendered

### 12.1 Amount of compensation

If no particular compensation has expressly been agreed upon, the price lists of bcc GmbH valid at the time the services are rendered shall apply. Any references to price lists refer to the price lists which are applicable at the time of service provision. If such price lists are not yet available at the time of conclusion of contract, the price lists coming closest to the projected ones shall apply, taking into account any subsequent adjustment provisions.

Agreed fees shall be subject to the normal development of the value of the currency. In the event that the consumer index published by the Federal Statistical Office changes by more than 4% per annum during the month the compensation is agreed upon and the month the contract is performed, the contracting parties shall arrange for an adequate adjustment of such compensation to the development of the index - after deducting a calculated currency loss of 2% per annum - unless such adjustment is impeded by other factors.

bcc GmbH shall be entitled to **adjust** any fees **agreed with reference to price lists** in the event that the consumer index published by the Federal Statistical Office has risen or fallen by more than 8% as compared to the index that was in place at the time the price list was prepared or the last adjustment was made. If the period between agreement and rendering of services is less than six months, no adjustment shall be made.

Upon conclusion of the event, bcc GmbH draws up a statement of account on the basis of the **services actually used** as well as of the services firmly ordered, regardless of whether such services have been used or not.

### 12.2 Express surcharge

With respect to services and/or capacities that are stipulated - and provided or made available at client's request - on the very day the event is to take place or immediately before, bcc GmbH may demand an **express surcharge** of up to 30% of the agreed compensation or - if no such compensation has been stipulated - of the price lists applicable on the day of the event, at least, however, to the amount of the actual additional costs incurred by bcc GmbH. Any client discounts that may have been agreed shall not reduce the express surcharge.

### 12.3 Value-added tax

All fees are plus value-added tax as applicable at the time of performance.

### 12.4 Time of payment of compensation

Unless otherwise agreed, bcc GmbH may require a partial payment of 10% of the contractual compensation upon conclusion of contract, of 50% three months and of the

remaining compensation one month prior to the beginning of the event.

If no date of payment has been stipulated, partial payments, the agreed compensation and amounts due from the settlement of accounts upon conclusion of the event are payable without deduction on receipt of request for payment or invoice.

bcc GmbH charges interest on arrears which is 8% above the base interest rate and at least 11% per annum. bcc GmbH reserves the right to prove a higher damage on a case-by-case basis.

## 12.5 Provision of security

Even without special arrangement, bcc GmbH may demand the client to pay adequate deposits or provide other securities to secure the contractual compensation and the cost risks arising to bcc GmbH from the event in case the client is planning to implement major installations or structural alterations or forms of utilisation that can be expected to increase wear and tear (dance-hall operation, extension of the smoking areas etc.) or, after conclusion of the contract, there is reason to assume that the satisfaction of bcc GmbH's claims for payment is in danger. This is particularly the case if

- economic information on the client's financial standing gives rise to the assumption that the client is not financially sound,
- or the client declares his ability to pay to be (temporarily) limited,
- or the client is in default with substantial amounts payable to bcc GmbH,
- or the client has no domestic headquarters or autonomous branch office
- or if the client has been prohibited from performing substantial parts of his business activities.

If the purpose of the security is not expressly stipulated, such security shall be used to satisfy all claims for payment of bcc GmbH arising from the respective contract with the client including any alterations, modifications, liquidation or tacit renewal thereof.

## 13 Assignment, subletting

Any assignment of contractual rights by the client to a third party as well as any permission given to a third party for the use of the contractual subject matter in whole or in part shall be subject to the prior consent of bcc GmbH. In case that bcc GmbH refuses to give its consent, the client is not entitled to terminate the contract. The client/organiser is not allowed to invite business people of any kind whatsoever (especially not merchants) to the events without the prior consent of the bcc GmbH.

## 14 Rescission/termination

### 14.1 Client's right of rescission

The client may rescind the contract under the proviso that bcc GmbH receives from the client an adequate fee for presumably lost revenues (**cancellation fee**). The cancellation fee amounts to

- a) up to 6 months prior to the beginning of the event - 30%
- b) up to 4 months prior to the beginning of the event - 50%
- c) up to 2 months prior to the beginning of the event - 70%
- d) up to 4 weeks prior to the beginning of the event - 80%
- e) thereafter - 90%

of the compensation agreed upon. The amount to be charged shall be based upon the time when the cancellation fee is received by bcc GmbH.

Contrary to the above regulation, the client may cancel in full or in part (number of participants, individual services) the agreed **gastronomic services**, in particular meals, buffets or deliveries, under the proviso that a **cancellation fee** (per person, as the case may be) to the following amount (condition):

- a) 45% of the agreed compensation upon a cancellation being made not later than 5 workdays prior to the beginning of the event,
- b) 80% of the agreed compensation upon a cancellation being made not later than 1 workday prior to the beginning of the event,
- c) 100% of the agreed compensation per person upon a cancellation being made on the day the event is to take place.

The payment of the cancellation fee shall be the precondition for any cancellation to become effective. In the event that the client has declared rescission but has not paid the

cancellation fee yet, bcc GmbH shall not be obliged to provide the services covered by the statement of rescission. If the client withdraws the statement of rescission, bcc GmbH is entitled to impose an express surcharge on the prices agreed upon.

In the event of a partial reduction of the contractual performance or of a postponement by the client, the foregoing provisions shall apply correspondingly, unless the right of reduction has been granted on other conditions. Any reduction of the scope of individual services shall require a separate agreement.

bcc GmbH may claim compensation for additional disadvantages if such disadvantages can be substantiated.

bcc GmbH shall be entitled to deduct its claim for cancellation fee from advance payments or to satisfy such claim from security deposits.

## 14.2 Termination of contract by bcc GmbH for good cause

bcc GmbH reserves the right to terminate the contract for good cause without observance of a notice period. In particular, good cause is given if

- a) the client is in default with the procurement of a security or, in spite of having received a request for payment, with **substantial payments** from an agreement with bcc GmbH made in connection with an event or the furnishing of security,
- b) the planning, preparation or execution of the event infringes on existing laws or official directions, or if **official licences or permits** are missing or cannot be substantiated,
- c) the event is likely to disturb **public safety and order**,
- d) the client, without the consent of the bcc GmbH, uses rooms for **purposes other than stipulated** or sublets such rooms in whole or in part to a third party or otherwise permits a third party to use or co-use them,
- e) the **property** of the client or any one of its personally liable partners is **forfeited**, the client declares to be unable to meet its obligations, the client files a petition for insolvency or a petition for insolvency filed against the client by a third party is not withdrawn upon expiry of one month or is rejected due to obvious lack of sufficient cause.
- f) **insolvency proceedings** are instituted, or the opening of such proceedings is rejected for lack of assets, or insolvency proceedings have been suspended for insufficiency of assets,
- g) the client is not or no longer in possession of the **licence** or official permit required to operate its trade or business, or, asked by bcc GmbH to furnish proof of such licence or permit within a reasonable period given by the bcc GmbH, fails to do so,
- h) the client, in spite of being cautioned, repeatedly and substantially infringes on provisions on the **protection of the environment**,
- i) the client infringes on the right to exclusive catering (clause 3),
- j) the client, in spite of being cautioned, repeatedly and substantially infringes on the contract in another way,
- k) the rented property or service or substantial parts thereof cannot be placed at the disposal of the client due to **force majeure**, or
- l) the client breaches substantial obligations of participation in spite of having received a reminder threatening with termination.

In the event that bcc GmbH withdraws for good cause from a risk area of the client, it shall be entitled to demand from the client the payment of a compensation for losses incurred which corresponds to the cancellation fee stipulated under clause 14.4. The compensation payment is reduced reasonably when the client substantiates that the loss incurred by bcc GmbH is lower.

## 14.3 Demand to vacate the premises/power to take possession of rented property

In the case of particularly serious violations of contractual stipulations, the General Terms and Conditions or the House Rules of bcc GmbH, the client, upon request of bcc GmbH, shall be obliged to immediately vacate and/or return the rented property if it is to be feared that bcc GmbH, persons involved or other clients would sustain material damage, in which case bcc GmbH cannot be reasonably expected to continue with the event. If the client does not meet such request, bcc GmbH shall be entitled to take possession of the rented property and have it repaired at the expense and risk of the client.

## 15 Execution of the event

### 15.1 Announcement of event schedule

The client shall inform bcc GmbH of the scheduled course of events not later than **6 weeks prior to the beginning of the event**. If the client fails to do so, bcc GmbH shall be entitled to instruct the client to change the course of events if such change is in the material justified interest of bcc GmbH. In the event that the client fails to change the schedule, bcc GmbH shall be entitled to retain contractual services or, in serious cases, to terminate the contract for good cause (14.2, lit. I).

### 15.2 Take-over

All rented rooms, facilities or equipment (rental items) shall be **checked** by the client upon hand-over for **completeness, condition** and – to a reasonable extent – for **operability**. The rental items shall be deemed to have been taken over in proper condition unless the client complains about defects upon take-over or immediately after. Any defects the client is unable to detect in spite of exercising due care (hidden defects) shall be reported as they are detected.

Take-over equals transfer of ownership to and/or putting into operation by the client.

Rented property shall be handed over only for its contractual purpose and in a form, quality and design in accordance with the intended use. The provisions of 5.2 must be observed.

### 15.3 Damages to rented property, cancellation and interruption of events

All damages to a rented property shall be reported to bcc GmbH immediately. bcc GmbH undertakes to immediately remedy any damages occurring in leased objects and property. The client shall accept all corresponding measures.

If remedy of damages is not possible for reasons bcc GmbH is not responsible for and/or if there is danger to life, limb and property of the users/visitors of an event, bcc GmbH may prohibit the continuation of the event. The foregoing clause also applies in the event of threats (e.g. bomb threats) against the venue being made or fireworks or similar being set off. In the event that bcc GmbH decides to exercise its right to interrupt or cancel an event, the organiser shall not be entitled to claim damages against the bcc GmbH, unless bcc GmbH can be held responsible for having produced such damage due to gross negligence.

In the event of an interruption or cancellation of the event, the organiser shall ask the visitors to leave the venue in a calm and orderly manner. bcc GmbH is entitled to demand evacuation if the organiser fails to meet the above obligation in spite of being requested to do so.

### 15.4 Alterations to rented property

Alterations to rented property and installations, the bringing in of furnishings - especially of heavy and bulky equipment - as well as the setting up of decorations, signs and posters require the prior written consent of bcc GmbH.

### 15.5 End of event

The end of the event must be announced to bcc GmbH. In case the event ends after the agreed date **without client's notice**, the event shall be considered to be over at the point in time bcc GmbH confirms its termination. The client shall fully vacate the rented property at the end of the event, returning it in its original condition. Any alterations and damages to the rented property the client is unable to restore or remedy shall be reported to bcc GmbH. bcc GmbH is entitled to demand deposit of a collateral for the restoration of the alteration or the repair of the damage.

### 15.6 House rules

While the event is taking place, the organiser/client shall observe the domiciliary right of bcc GmbH and the house rules throughout the premises. All directions given by bcc GmbH representatives must be complied with.

### 15.7 Access

Personnel and representatives of bcc GmbH shall be given access to all events. The client's reasonable interests shall be taken into consideration.

### 15.8 Documentation/reference

bcc GmbH shall be entitled to record the event or parts thereof for the purpose of in-house documentation. bcc GmbH may use in such in-house documentation (image brochures, website etc.) three image, audio or video sequences of the event, the latter with a length of 15 seconds each. The recordings shall be made with a view to reflecting the nature of the event and safeguarding the client's interest in a positive representation of the event.

bcc GmbH may name the client, the organiser and the event, and use the associated general data, in its reference lists or in-house presentations.

## 16 Warranty and liability, event organisation risk

### 16.1 Liability of the client

The client shall have full **responsibility** for the execution of the **event** - particularly for maintaining peace and quiet - and shall take all required action at its own expense.

Pursuant to legal regulations and the contractual agreements, the organiser/client, shall be liable for all physical and personal damage including any consequential damage caused in connection with the event/use of services by the client, its representatives, visitors or other third parties.

The client shall be liable for all damage to rooms or property caused by the client or third parties, irrespective of fault, unless such damage is allocable to bcc GmbH. The risk of **loss, of accidental loss, and of accidental damage** shall be borne by the client. In the case of damage or actual total loss of property, the client shall refund the **replacement value** of the affected rental item.

Any damage occurring after the end of the event shall be repaired by bcc GmbH at client's expense. In the event of damage, breakage or loss of glassware, crockery, dishes or other re-usable **resources of gastronomic service**, the client shall refund the replacement costs.

The client shall obtain sufficient insurance cover against liability claims (including the above-mentioned claims), and on demand will present proof of such insurance to bcc GmbH. The **third-party insurance** shall provide adequate cover for event-related personal and physical damage. Insofar as the client fails to prove the taking out of an adequate liability insurance within 8 days prior to the event, bcc GmbH shall be entitled (but not obliged) to take out a liability insurance at client's expense.

bcc GmbH shall accept no liability for **items brought in by the organiser/client**, its personnel, suppliers and co-operation partners.

The client shall bear the entire **risk of the event** including its preparation and execution. The client indemnifies bcc GmbH and property owner against all event-related claims on subject-matters that have been out of the control of both bcc GmbH and the property owner.

The client carries the risk of damage and loss of any **items he leaves** on the premises of bcc GmbH after expiry of the lease contract. A custody agreement shall not be made. Until entry of the rented properties into the possession of bcc GmbH, the foregoing also applies to items owned by bcc GmbH in the event that the client fails to announce the end of the event or fails to hand over such rented properties.

### 16.2 Liability of bcc GmbH

bcc GmbH shall be liable to the client for damages related to the event of the client, with a maximum claim of Euro 5,000.00 Euro per case of damage, insofar as such damage has occurred through the fault of bcc GmbH, its legal representatives or its vicarious agents. bcc GmbH shall not be liable for consequential, indirect consequential and unforeseeable damage, as far as such non-liability is not unreasonable in a given case.

These restrictions are not applicable in the event that such damage results from intent or gross negligence to the extent that such risk is insured by bcc GmbH or is to be insured in the ordinary course of business.

Liability to entrepreneurs for the violation of collateral obligations by ordinary vicarious agents shall be excluded even in cases of such agents' gross negligence.

With respect to breakdown of equipment and interruptions of service as well as other incidents disturbing the event, bcc GmbH shall be liable in cases of gross negligence and intent only. bcc GmbH's liability to the client for the faultless condition of the **technical devices** shall be limited to the time of passage of risk.

Any liability of bcc GmbH for defects in rooms and property handed over shall be excluded unless such defects are duly reported. The client checks the completeness of the goods/items delivered or made available as soon as they are handed over, and immediately reports missing items or obvious defects. bcc GmbH shall be offered the opportunity to complement a delivery and/or to remedy the defects or supply items that are free from defect, unless this is unreasonable for the client.

bcc GmbH shall not be liable for any prevention, delay or other impairments of a performance resulting from force majeure, military conflict, terrorist acts or corresponding counter-measures, natural disasters, large-scale strikes or similar events. The foregoing also applies to impairments resulting from territorial measures, major political, cultural or other events or events of third parties, provided that bcc GmbH has not failed to exercise the ordinary diligence of a businessman or that such impairment would have occurred even if such diligence had not been neglected.

## 17 Several persons

In the event that the client consists of more than one person or is a partnership under the Civil Code (German GbR), the following provisions shall apply: A declaration of bcc GmbH shall be legally effective once it is has been made to one client/partner or as soon as a declaration made towards

several persons has been received by one client/partner. The clients/partners hereby authorise one another to receive letters of intent and deliveries in the name of the grantor of the power of attorney. In case a GbR has expressly appointed a partner as its representative, all declarations shall be made and served to that partner.

To the extent that the circumstances creating the right of either of the contracting parties to terminate or modify the contract occur in a person of the other contracting party, such occurrence shall be deemed sufficient to substantiate such claim or right.

## 18 Place of performance

Place of performance is Berlin.

## 19 Place of jurisdiction

Place of jurisdiction is Berlin-Mitte, given that the client is a full merchant or a legal entity under public law or has no general domestic place of jurisdiction.

## 20 Applicable law

The contractual relationship shall be subject to the law of the Federal Republic of Germany, in so far as it does not conflict with mandatory law. The German Civil Code (BGB) and the German Commercial Code (HGB) shall be applicable within the purview of the CISG.

## 21 Severability clause

The contracts concluded on the basis of these General Terms and Conditions shall continue to be effective even if an individual provision thereof becomes void. In such case the void provision shall be replaced by a provision coming as close as possible to the sense and spirit of such contract.

## 22 Foreign language wording of contract

Subject matter of the contract is the German wording of the General Terms and Conditions; this also applies when a foreign language version has been forwarded to the client or when another language is used as contract language.

Berlin, 1<sup>st</sup> March 2008