

GENERAL TERMS & CONDITIONS FOR THE PROVISION OF CONTRACT FOR DELIVERIES OR WORKS DELIVERY BY UEBERKOPF GMBH RIGGINGSERVICE & VERANSTALTUNGSTECHNIK

1 SCOPE AND APPLICABILITY

- (1) These General Terms and Conditions shall apply to all commercial transactions with business entities as defined in Section 14 of the German Civil Code (BGB) and shall constitute both the basis and an integral part of all contractual agreements concluded by and between UEBERKOPF GmbH and its contracting partners (the 'Customer' in the following).
- (2) By signing the contract with UEBERKOPF GmbH the Customer accepts these terms in full and agrees that they are valid for all future transactions with the Customer. The Customer accepts that these regulations take precedence over conflicting provisions within their own terms and conditions. Individual agreements always take precedence over the terms and conditions of both contracting partners. Any other contrary terms and conditions of the Customer shall apply only if explicitly confirmed in writing by UEBERKOPF GmbH.

2 QUOTATION AND CONCLUSION OF CONTRACT

UEBERKOPF GmbH quotes are not binding and are to be regarded as quotes ad incertas personas. The 'Order' shall be placed by the Customer in writing (email, fax, letter) and is understood as an offer to conclude a contract on the basis of the quote. UEBERKOPF GmbH shall be free to decide whether to accept it. The acceptance of the order by UEBERKOPF GmbH can either be made by an order confirmation, or can also be implied (through coherent action on the part of UEBERKOPF GmbH).

3 TERMINATION / CANCELLATION BY THE CUSTOMER

- (1) Cancellation (termination of the contract by the Customer before provision of service) is only possible in accordance with the following rules. For the cancellation to become effective it must be made in writing (email, fax, letter).
- (2) In the event of an order cancellation, the Customer is obliged to pay compensation to UEBERKOPF GmbH according to the following scale:
 - a. Cancellation 20 days before the work or the contractual rental period begins: 20 % of the total amount
 - b. Cancellation 10 days before the work or the contractual rental period begins: 50 % of the total amount
 - c. Cancellation 3 days before the work or the contractual rental period begins: 80 % of the total amount.
- (3) The date of cancellation shall be determined as the date on which UEBERKOPF GmbH receives the written notice of cancellation. The obligation to pay compensation shall not apply insofar as the Customer can prove that UEBERKOPF GmbH has either incurred no loss or that the loss incurred is significantly smaller than the indicated compensation.
- (4) In the event of default by the Customer or a deterioration of the Customer's credit rating, UEBERKOPF GmbH is entitled to terminate this agreement prematurely. In such a case UEBERKOPF GmbH can make the further provision of services dependent on an appropriate advance payment.

- (5) An agreement may be terminated for good cause by both parties, with the exception of the provisions in paragraphs 1 – 4 and the regulations listed below for the respective types of contract.

Good cause for UEBERKOPF GmbH's purposes shall be deemed given if, in particular

- a. the Customer uses the rented items in violation of the contractual agreement;
- b. the Customer requests actions that violate any applicable law, generally accepted practice or technical regulations, or could cause a hazard that in the opinion of UEBERKOPF GmbH cannot be reduced to an acceptable level by reasonable means and is therefore unacceptable.

4 WITHDRAWAL

UEBERKOPF GmbH reserves the right to withdraw from the contract if a deterioration of the Customer's assets has occurred which is liable to jeopardise UEBERKOPF GmbH's claim to the agreed compensation. The same applies if prior to signing the contract the Customer has made false statements about their creditworthiness, or important circumstances regarding the project.

5 OBJECT OF SERVICE AND METHOD OF SERVICE PROVISION

- (1) UEBERKOPF GmbH provides services for customers in the field of event technology, including planning and documentation work. Details are specified in writing between the parties.
- (2) UEBERKOPF GmbH will perform the tasks and activities incumbent on it in close professional consultation with the Customer and others involved in the project. However, as a contractor it works independently and is not subject to instructions with regard to the technical provision of the service. In particular, there is no incorporation into the Customer's staff structure in this connection. An employment relationship is not established.
- (3) UEBERKOPF GmbH does not have to provide the service itself. It is permitted to commission other service providers to fulfil the contractual service. The selection and type of commission is at the sole discretion of UEBERKOPF GmbH.
- (4) Before beginning work, UEBERKOPF GmbH will inspect the event venue to determine whether it can provide its services without danger or subsequently occurring defects. In this connection, UEBERKOPF GmbH shall be briefed and instructed by the operator, the organiser, the Customer or a duly authorised representative at the venue, and undertakes to brief its contracted service providers accordingly, or have them briefed by a duly qualified and authorised person.
- (5) The Customer shall make the documents necessary for fulfilling the services available to UEBERKOPF GmbH. Upon receipt, UEBERKOPF GmbH will check the documents submitted for the execution of its work, and has the right to refuse the provision of services if they are incomplete. An appropriate extension of the deadline for completion of the service shall be considered as agreed if the Customer is not able to provide UEBERKOPF GmbH, in good time, with the information necessary or useful for the completion of the service, or if it subsequently amends such information.
- (6) If the Customer does not provide assistance as agreed and by the agreed deadline, the Customer must additionally reimburse UEBERKOPF GmbH employees for the resulting delays at the hourly rate agreed in the individual project contract.
- (7) Unless otherwise agreed, it is the Customer's responsibility to ensure that health and safety measures for a given production are coordinated in accordance with Section 8 ArSchG (Germany's Labour Protection Act) and that the relevant safety regulations are adhered to. UEBERKOPF GmbH will support it within the context of the powers of organisation, instruction and decision-making it is granted and will comply with instructions of the Customer's staff responsible for coordination.

- (8) UEBERKOPF GmbH will carry out its work in such a way that other contractors working on the production and their staff are not hindered or endangered. The Customer shall equally ensure that other persons involved in the production do not impede the work of UEBERKOPF GmbH or endanger UEBERKOPF GmbH personnel. The Customer shall further ensure that all the necessary coordination and briefings regarding technical workflows and timing are carried out in good time. UEBERKOPF GmbH shall not be held responsible for delays, including those that are only indirectly attributable to external influences. The Customer shall pay for any damages incurred by UEBERKOPF GmbH that are caused by other project participants.

6 DELAY OR IMPOSSIBILITY

If UEBERKOPF GmbH falls behind schedule and also fails to meet a reasonable deadline set by the customer for performance or subsequent fulfilment, the Customer is only entitled to cancel the contract if a partial performance is of no interest to them. It is only entitled to further rights and claims, especially compensation for damages, for foreseeable damages that typically arise from the type of business in question. UEBERKOPF GmbH is, however, then only liable for a sum that amounts to the contract value.

7 WARRANTY

- (1) If the work is in some way flawed or defective, UEBERKOPF GmbH will rectify it within a reasonable period of time, replace it or redeliver it at its own discretion. Should it not succeed in remedying the defect with the chosen means, the Customer may withdraw from the contract or demand a reduction. Withdrawal is excluded for defects that only reduce the value and the suitability for the use assumed under the contract by an insignificant extent. In such cases, the Customer merely has a right to demand a reduction in fees.
- (2) If the work fails to meet a quality characteristic or quality guarantee as defined in Section 633 II 1 of the German Civil Code (BGB), that was explicitly agreed in the individual contract, the Customer can demand damages – rather than a reduction or withdrawal – if repair, new manufacture or replacement do not lead to success.
- (3) UEBERKOPF GmbH shall only be liable for other damages caused by the defect if the objective sense of the quality guarantee referred to in paragraph 2 directly relates to the avoidance of the loss incurred. For other damages caused by the defect, based on the breach of contractual ancillary obligations, liability shall only be assumed if the damage was caused by gross negligence on the part of UEBERKOPF GmbH or its employees.
- (4) The warranty period is one year calculated from the date of the final inspection (acceptance of work), but not extending beyond the date of its deliberate dismantling or conversion.
- (5) In the case of unauthorised changes and/or adaptations made to the work by the Customer or its agents, all warranty claims are excluded.
- (6) The Customer agrees to inspect and test the work for completeness and proper functioning immediately after delivery. Should faults be found during this inspection or subsequent to it, the Customer is obligated to immediately issue a complaint to UEBERKOPF GmbH at least in written form (email/letter/fax, etc.) with precise details of the discovered defects; otherwise the Customer shall lose their right to claim under warranty or to any damages.
- (7) If no final inspection (acceptance of work) / approval has been made within a period of 2 hours after provision, the work shall be deemed to have been accepted.

8 OWNERSHIP RIGHTS AND COPYRIGHT

- (1) If drawings or models are produced as part of UEBERKOPF GmbH's fulfilment of the contract, or software is developed, as aids for performing the contract, UEBERKOPF GmbH is entitled to sole ownership and copyright of these. The Customer is not entitled to make these available to third parties or (commercially) exploit them. These work materials are to be ceded to UEBERKOPF GmbH upon request.
- (2) UEBERKOPF GmbH is entitled to all rights to an invention resulting from the contractual service and/or any know-how gained in connection with it.
- (3) If the object of the contract consists of delivering a planning or otherwise predominantly intellectual service (e.g. design or planning work, as well as show programming or media content), the Customer is limited to the contractually agreed use of the service for its own purposes. A disclosure of the design and development results to third parties is subject to prior written agreement by the contracting parties.
- (4) Insofar as the service consists of the development of computer software, or show programming, UEBERKOPF GmbH grants the Customer non-exclusive rights to use them as intended for the specific project. The reproduction, transfer or use of such data for purposes not related to the project is not permitted. Other uses require the prior written consent of UEBERKOPF GmbH and shall be charged for separately.
- (5) If UEBERKOPF GmbH constructs, programmes and/or assembles designs or other documents in accordance with instructions from the Customer, UEBERKOPF GmbH takes no responsibility for a resulting violation of protective rights. If a third party claims the Customer has infringed on its intellectual protective rights, the Customer shall notify UEBERKOPF GmbH of this without delay.

9 PAYMENT

- (1) The level of remuneration is agreed in individual contracts. It is determined on the basis of the quote, taking into account any extra work that arises as part of the project after order acceptance.
- (2) If the execution of work takes more than one calendar month, monthly instalment payments shall be made, the amount of which is determined by the progress made on the project during that month. In these cases UEBERKOPF GmbH will issue instalment or partial-service invoices, to be paid within 14 days of receipt.
- (3) Final payment shall be made following the final inspection (acceptance of work) and receipt of the final invoice.

10 RETENTION OF TITLE

The object of the contract remains the property of UEBERKOPF GmbH until payment is completed. The Customer is, however, entitled to use the object of the contract in accordance with the contractual agreement.

11 TERMS OF PAYMENT

- (1) UEBERKOPF GmbH will issue the Customer with an invoice in accordance with Section 14 para 4 UStG (German VAT Act). This obligation also applies to all contracting parties making claims for payment against UEBERKOPF GmbH. Without receipt of a proper invoice, UEBERKOPF GmbH has the right to refuse payment.
- (2) Unless otherwise agreed, the UEBERKOPF GmbH invoice is payable immediately upon receipt without deductions / discounts.

- (3) In each case, payment shall be deemed to be on time based on when UEBERKOPF GmbH is in receipt of the money.
- (4) After the expiry of the agreed payment period, but no later than 30 days after invoice date, the Customer is deemed to be in arrears. In case of arrears, in accordance with Section 288 of the German Civil Code (BGB) interest of eight percentage points above the base rate is payable in accordance with Section 247 BGB. UEBERKOPF GmbH reserves the right to assert further claims on the legal basis of the default.
- (5) Any offsetting against disputed claims, or against counterclaims that have not been legally established, is excluded, as is any right of retention.
- (6) Each contracting party is responsible for their own compliance with all tax and social security obligations arising for them from this agreement.

12 INDEMNIFICATION AND LIMITATION OF LIABILITY

- (1) The Customer is only entitled to contractual and statutory damages if they result from an intentional or grossly negligent breach of duty by UEBERKOPF GmbH, its legal representatives, executives or agents.
- (2) No-fault liability in accordance with Section 536 para 1 of the German Civil Code (BGB) is excluded.
- (3) The above-mentioned limitation of liability does not apply for the violation of essential contractual duties / cardinal obligations. In such a case, however, liability is limited to typical damages foreseeable at the time of the contract signing and in accordance with the purpose of the contract, and to the amount covered by the liability insurance of UEBERKOPF GmbH.
 - a. Material damages: € 3,000,000.00
 - b. Personal injury: € 3,000,000.00
 - c. Pecuniary loss: € 3,000,000.00
- (4) Liability for damages arising from injury to life, limb or health remains unaffected by this limitation.
- (5) Any liability by UEBERKOPF GmbH for consequential damages (in particular but not limited to lost earnings, financing costs, production downtime) is excluded.

13 OBLIGATION TO EXCLUDE LIABILITY

In agreements with its contractual partners (artists, athletes, spectators, etc.) the Customer shall include a limitation of liability in favour of UEBERKOPF GmbH, corresponding to the content of the provision of Section 6. If UEBERKOPF GmbH is sued for damages due to non-implementation of the aforementioned obligation, the Customer shall indemnify UEBERKOPF GmbH with regard to such claims for damages.

14 FORMAL REGULATIONS

- (1) Verbal agreements have no validity. All individual agreements and changes to this agreement must at least be made in writing (email, fax, letter) to be valid.
- (2) Should any of the contractual provisions prove to be invalid, or become ineffective or unfeasible after the signing of the contract, the validity of the contract in general remains unaffected. Instead, the invalid or unfeasible provision shall be replaced by an effective or feasible provision whose effect most closely corresponds to the commercial objectives the contracting parties were seeking to achieve with the invalid or unfeasible provision. The aforementioned provisions shall apply correspondingly in the event of gaps or omissions in the contract.

- (3) These General Terms and Conditions and all legal relations between UEBERKOPF GmbH and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on the International Sale of Goods (CISG).
- (4) German shall be the language for negotiations and contractual agreements.
- (5) Place of performance for planning and rental services shall be the headquarters of UEBERKOPF Inc. For other work and services the place of performance is where they are actually carried out.
- (6) Insofar as the requirements defined in Section 38 of the Code of Civil Procedure (ZPO) are met, the place of jurisdiction shall be at UEBERKOPF's place of business, including for action relating to deeds and the payment of cheques. This jurisdiction shall also apply if the Customer does not have any general jurisdiction in Germany, moves his domicile or ordinary place of residence to a foreign country after concluding the contract, or if his domicile or ordinary place of residence is unknown at the time of filing suit. However, UEBERKOPF GmbH is entitled to take legal action before any legally competent court.