



## GENERAL TERMS AND CONDITIONS OF BUSINESS VLET GASTRONOMIE GMBH

*Represented by its Managing Director Hans-Christoph Klaiber, Alter Wandrahm 19 -20, 20457 Hamburg,  
registered in the Commercial Register of the Amtsgericht (District Court) in Hamburg HRB 134422 (Valid with effect from 08<sup>th</sup> December 2014)*

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### A - INTRODUCTION

#### 1.

(1) The following general terms and conditions are to apply to all contracts concluded between VLET GASTRONOMIE GmbH and the customer; any terms and conditions issued by the customer shall not be recognised.

(2) If any provisions of these general terms and conditions shall be or become ineffective for any reason whatsoever the remaining provisions shall remain valid. The ineffective provision is to be replaced by a regulation which concurs as much as possible with the content of the ineffective provision.

(3) All amendments and supplements to the underlying contract and to these general terms and conditions require the written form.

### B – PROVISIONS FOR CARRYING OUT EVENTS OR FUNCTIONS AND FOR MEDIATING SERVICES

#### 1.

The customer commits to complying with instructions issued by VLET GASTRONOMIE GmbH or its representative which affect the function, the equipment, the location, etc. Instructions issued by VLET GASTRONOMIE GmbH also include notices displayed at the event location. The customer is accountable for the actions and omissions of the guests.

#### 2.

The contract with the customer (uniform descriptor for client, organiser, guest, etc.) comes into force when the customer signs the Confirmation of Order issued by VLET GASTRONOMIE GmbH.

#### 3.

(1) The event programme is determined by the customer following discussions with VLET GASTRONOMIE GmbH. VLET GASTRONOMIE GmbH would like to call attention to the fact that functions and events taking place in Hamburg's Speicherstadt actually lie within the flooding area of the River Elbe and that risk of flooding may exist. Should circumstances become imperative, VLET GASTRONOMIE GmbH reserves the right to change the location of the event. If circumstances prevail in which it would be irresponsible to carry out the event, or if unfavourable conditions (such as storms, in the case of events due to be held in tents or outside) arise or are forecast which place guests or equipment in jeopardy (cf. the danger involved in playing musical instruments in the rain), the event shall be cancelled, or, if possible, shall follow another programme. If these adverse conditions arise during an event, the event shall either be called off, or, if possible, shall follow another programme. VLET GASTRONOMIE GmbH is not accountable for damage or loss suffered by the customer and/or guests arising from these conditions.

(2) Last minute changes on the day of event will be made possible as far as the VLET GASTRONOMIE GmbH is able to. However, it will not be assured.

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The VLET GASTRONOMIE GmbH will not take responsibility for any delays or irregular results, originated by the client.

Additional costs that occurred through these events have to be paid by the client.

#### 4.

VLET GASTRONOMIE GmbH is entitled to invoice additional expenses incurred – in particular for catering and staffing – for functions which exceed contractually agreed periods of time.

#### 5.

The following costs are also to be borne by the customer: seating and room costs, rental charges for equipment, transport costs, taxes (such as health resort tax on visitors) and personnel expenses. These are costs which are not included in prices indicated in the contract unless an agreement has expressly been made in writing to the contrary.

#### 6.

(1) Event rooms, equipment and means of transport are delivered to the event in a clean state and in good condition, together with a complete inventory.

(2) The delivery or setup of any goods or equipment et cetera through the client have to follow these instructions: The event locations, entrances, hallways, elevators as well as the floor have to be covered by rubber mats, rugs or other protective surfaces during transport of goods or equipment to shield the location from damage. If the goods or equipment will be delivered by a caddy or any other transport vehicle it has to have rubber wheels.

(3) The customer and/or guests commit to informing the VLET GASTRONOMIE GmbH and/or the competent personnel on site without delay (i.e. even during the event) of any complaints or objections which may arise relating to the performance of the contract. This is to allow VLET GASTRONOMIE GmbH and/or personnel in attendance the chance to remedy justifiable problems and shortcomings.

(4) VLET GASTRONOMIE GmbH and personnel in attendance are covered by third-party insurance even in respect of event guests.

#### 7.

(1) The customer is liable for damage or loss caused by himself, or his guests to event equipment/at the event location, or caused by third parties.

(2) Die VLET GASTRONOMIE GmbH and personnel in attendance are covered by third-party insurance even in respect of event guests.

(3) The customer is only liable for damage mentioned in Section 7(1) when the insurance company covering the insurance described in Section 7(2) is not prepared to indemnify. The excess amount of the insurance cover is to be borne by the customer.

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### 8.

(1) Should the customer completely annul the contract/Confirmation of Order, the following percentage rates of the agreed price become due to cover the costs of making arrangements (for conferences, weekend programmes, daily and evening programmes and programme packages based on prices per person), of providing the event location (for the rental costs of rooms), of reserving transportation, of artist agency transactions, and other costs:

after booking 15%  
up to 180 days before the event is due to start 20%  
up to 150 days before the event is due to start 30%  
up to 120 days before the event is due to start 40%  
up to 90 days before the event is due to start 50%  
up to 60 days before the event is due to start 75%  
up to 30 days before the event is due to start 90%  
up to 29 days before the event is due to start 100%

Cancellation of the achievements entertainments as well as catering. Based on the agreed number of guests provided in the Confirmation of Order:

after booking 30 %  
60 days before the event is due to start 60 %  
up to 30 days before the event is due to start 75 %  
up to 15 days before the event is due to start 90 %  
15 days before the event is due to start 100 %

Customers can reduce the number of guests initially agreed upon once 10 days before the event and by up to a maximum of 10% without incurring any penalties/charges.

(2) The customer is entitled to prove that VLET GASTRONOMIE GmbH was not subject to damage or loss, or was subject to significantly reduced damage or loss than that resulting from (1) above. VLET GASTRONOMIE GmbH is entitled to prove that it suffered much higher damage or loss.

(3) The contract is to be annulled either by fax – the receipt of which has to be confirmed by VLET GASTRONOMIE GmbH – or by registered letter. The date of receipt is accepted as the date of annulment.

### 9.

If VLET GASTRONOMIE GmbH is not the proprietor of the event room or event equipment to be rented, it cannot be held liable for the non-performance of the contract should such liability be justified with respect to the person or the company who/which is proprietor of the event room/event equipment. VLET GASTRONOMIE GmbH reserves the right to withdraw from the contract in such cases. Payments made by the hirer are to be returned in this case. Claims for damages are then excluded.

### 10.

(1) If the nature of the event includes organising the transport of people (e.g. transport by bus or by taxi), or includes artist agency transactions, VLET GASTRONOMIE GmbH cannot be held liable for the non-performance of the contract should such liability be justified with respect to the person or the company who/which is proprietor of the means of transport, or the artist. VLET GASTRONOMIE GmbH reserves the

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right to withdraw from the contract in such cases. Payments made by the customer are to be returned in this case. Claims for damages are then excluded.

(2) If the situation described in Section 10 arises, VLET GASTRONOMIE GmbH shall endeavour to provide the customer with a new and suitable offer. If this is an exception, a new contract is to be concluded.

## 11.

Attaching decoration material and the like, and the use of areas within and outside of rented rooms, e.g. for exhibiting purposes, requires the prior written consent of VLET GASTRONOMIE GmbH and can be subject to the payment of additional fees. These and other objects brought by the customer have to meet local fire department, police and other regulations. If such objects are not removed immediately after the event, or within 12 hours of the end of the event at the latest, they shall be stored by VLET GASTRONOMIE GmbH and shall be subject to an appropriate fee, which at least covers the costs of storage. Refuse left behind can be disposed of by VLET GASTRONOMIE GmbH at the customer's expense.

## 12.

The customer must obtain any permission required by the local authority for the event punctually and at his own expense. It is the customer's responsibility to observe conditions and other regulations under public law. Additional charges to be paid to third parties for the event – in particular performance rights fees, entertainment taxes, etc. – are to be paid to the creditor directly. In principle, the customer's guests are not permitted to bring food and drink to events. In special cases, it is possible to conclude a written agreement. In these circumstances an additional fee, which at least covers service and corkage, shall be invoiced.

## 13.

The customer commits to informing VLET GASTRONOMIE GmbH without delay and without being solicited, however at the latest when the contract is concluded, that the contractual performance and/or the event is likely to raise public interest or to adversely affect the concerns of VLET GASTRONOMIE GmbH whether due to its political or religious or due to any other circumstances. In principle, newspapers advertisements and other advertising measures and publications drawing reference to VLET GASTRONOMIE GmbH and/or providing an invitation to an interview or a sales event require prior written consent. If this is not obtained, VLET GASTRONOMIE GmbH reserves the right to cancel the event. If deposits agreed upon have not been paid due to the event being booked at short notice, it is possible to pay outstanding amounts by cheque at the event location before the event is due to begin. The receipt of payment in this form is subject to a processing charge of € 250.00 plus the relevant mileage allowance from the company's head office in Hamburg. This is also due at the event location before the event is due to begin. If a deposit has not been

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paid, VLET GASTRONOMIE GmbH is not obliged to provide service pursuant to the provisions of the contract. The customer is not released from payment obligations should the event not take place. VLET GASTRONOMIE GmbH claims remain good. Claims for damages cannot be asserted.

Invoices due which are not pre-tied to calendar dates are to be settled within 10 days of the date of the invoice, without deductions. The customer is held to be in arrears from the first reminder. From this point on, interest is to be charged on the invoice at a rate of 8% above the bank rate of the German Bundesbank unless the event organiser can prove higher damage, or the customer can prove less damage, has been suffered by the default. A dunning charge of €5.00 is to be made for each reminder following the occurrence of the default. VLET GASTRONOMIE GmbH has stored the address appearing on the letter heading of the customer's Confirmation of Order as the invoice address. If this address is incorrect, or if the invoice address is to contain extra information, the customer should inform VLET GASTRONOMIE GmbH in advance. The invoice address is binding for both parties. For invoices already issued which are subsequently to be changed in line with a customer's request, an administrative fee of €25.00 per amendment shall be charged. If the customer is a private person, he is to inform VLET GASTRONOMIE GmbH of his date and place of birth when making the booking.

## C – PROVISIONS FOR THE DELIVERY OF GOODS AND TICKETS FOR EVENTS

### 1.

1. Internet offerings issued by VLET GASTRONOMIE GmbH do not represent a legally binding offer. A binding offer is made when the customer enters his data in an online booking form and sends this to VLET GASTRONOMIE GmbH. The customer is legally bound to this booking query for a period of up to six days (for events which take place before the expiry of this period, the offer is valid up to one day before the event is due to take place). Within this period, VLET GASTRONOMIE GmbH can either accept the booking or can make the customer a new (counter) offer which the customer can choose to accept within the deadline set. The contract for the service(s) comes into force when the booking is confirmed, or when the customer accepts the new (counter) offer submitted by VLET GASTRONOMIE GmbH.

### 2.

In the event of VLET GASTRONOMIE GmbH providing services relating to accommodation, transport, the supply of food and drink and to leisure activities – in particular relating to tickets for events – provisions governing distance contracts (Sections 312b to 312d of the German Civil Code) are not to apply. In principle, this means that a 14-day right of revocation and return is excluded. Each order is binding directly following confirmation by VLET GASTRONOMIE GmbH and commits the customer to accepting the goods or tickets or services ordered.

### 3.

(1) Prices indicated are, without exception, gross prices. They comprise all pricing elements, including all taxes – in particular the legal rate of value-added tax. If requested by the customer, the latter can be itemised separately. For non-EU customers, the principle of gross for net is to apply.

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(2) Unless expressly agreed otherwise, prices do not include packaging, freight, postage and insurance. Goods dispatched domestically and internationally are subject to additional delivery and dispatch costs. The extent of these costs is determined by the details agreed upon in respect of the concrete offer. These costs are in addition to the purchase price and are to be paid by the customer.

### 4.

Remuneration agreed is due for payment immediately after concluding the contract. The customer is entitled to pay by credit card (Visa, American Express or MasterCard / EuroCard).

## D - GENERAL PROVISIONS

### 1.

In cases of malice or gross negligence attributable to itself, or its representative or a vicarious agent, VLET GASTRONOMIE GmbH shall be responsible for complying with relevant statutory regulations. Otherwise, VLET GASTRONOMIE GmbH's liability is restricted to the Produkthaftungsgesetz (the German Product Liability Act) for injury to life, limb or health, or for the tortious breach of major contractual obligations. Claims for damage arising from the tortious breach of major contractual obligations is restricted to typically contractual, foreseeable damage or loss. In all cases of gross negligence, liability is restricted to typically contractual, foreseeable damage or loss, if none of the exceptions provided for in this section apply. In the event of ordinary negligent breaches of minor contractual duties, VLET GASTRONOMIE GmbH is not liable to corporate bodies. In terms of private persons, liability is restricted in these cases to foreseeable, typically contractual, direct mean damage or loss. Liability for damage to objects of legal protection caused by objects delivered, e.g. damage to other chattels, is however fully excluded. This does not apply in cases of malice or gross negligence, or when VLET GASTRONOMIE GmbH is liable for injury to life, limb or health.

### 2.

In cases of force majeure (fire, strikes, etc.), or of other reasons not attributable to VLET GASTRONOMIE GmbH, or of circumstances likely to negatively affect VLET GASTRONOMIE GmbH (e.g. endangering VLET GASTRONOMIE GmbH's reputation) – in particular such circumstances beyond the sphere of influence of VLET GASTRONOMIE GmbH - VLET GASTRONOMIE GmbH reserves the right to withdraw from the contract without entitling the customer to assert a claim for damages, for example.

VLET GASTRONOMIE GmbH is entitled to declare off a contract through objective reasons. An objective reason identifies as:

- Acts of nature (fire, strikes, flood or similar events) or other circumstances that stop the VLET GASTRONOMIE GmbH from abiding the contract
- Events inquired under wrong or irritating information for example of the contract or the type of event
- If VLET GASTRONOMIE GmbH has reason to believe that the event will interrupt the business operations, the safety of clients or the image of the VLET GASTRONOMIE GmbH in public, especially if it takes part away from the VLET GASTRONOMIE GmbH's influence.

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The VLET GASTRONOMIE GmbH will notify the client as soon as possible in the event of a cancellation of the contract. The client has not the option of claiming a compensation form the VLET GASTRONOMIE GmbH in the event of a cancellation.

### 3.

The law of the Federal Republic of Germany is to apply. In as far as is permissible, disputes arising from a contract shall be heard in Hamburg.

### 4.

Reference to data protection: VLET GASTRONOMIE GmbH would like to call attention to the fact that it stores data relevant to business dealings. This data is gathered, administered and used in carrying out the contractual relationship. Furthermore, VLET GASTRONOMIE GmbH uses customers' names, addresses and, where applicable, email addresses to supply the customer with information worthy of note regarding VLET GASTRONOMIE GmbH offerings. VLET GASTRONOMIE GmbH shall refrain from doing such should the customer so wish. VLET GASTRONOMIE GmbH places particular importance on treating all personal data strictly confidentially. Customer data is not forwarded to third parties.