

# "GTC TPS Event Services, proprietor Ulrich Thiele

§1. – 3.

## §1. Scope of application

§1.1. The following conditions form the basis and are an integral part of all contractual relationships and associated legal transactions between TPS – Veranstaltungsservice and its contractual partners, goods and services from TPS – Veranstaltungsservice (leser/purchaser according to order confirmation).

§1.2. The customer's conditions of business shall apply only if this has been expressly agreed to in advance in writing.

## §2. Offer, contract conclusion, contractual partner, liability, period of limitation

§2.1. The offers made by TPS – Veranstaltungsservice are subject to change and non-binding. Orders placed by the leaser and order confirmation by TPS – Veranstaltungsservice must be made in writing or by telefax or e-mail to be legally valid.

§2.2. The lease period begins on the day on which the rented equipment, services and items are fetched/delivered and ends on the day on which they are returned/picked up. A daily rental price refers to a rental period of 24 hours. Each commenced day shall be invoiced as a complete daily rental.

§2.3. If the customer/leser is not the event organiser or if a commercial agent or organiser are engaged, the event organiser shall be jointly and severally liable together with the customer for all obligations arising from the contract, if TPS – Veranstaltungsservice presents a declaration to this effect.

§2.4. TPS Veranstaltungsservice undertakes to fulfil its contractual obligations with due diligence. Claims for compensation on the part of the customer are excluded except for such which result from injury to life, the body or health, if TPS – Veranstaltungsservice is responsible for the breach of duty. Other damages based on an intentional or grossly negligent breach of duty on the part of TPS – Veranstaltungsservice and damages based on an intentional or grossly negligent breach of duties typical for the contract on the part of TPS – Veranstaltungsservice. A breach of duty on the part of TPS – Veranstaltungsservice is equivalent to a breach of duty by a legal representative or vicarious agent. If disruptions or shortcomings occur in the performance of services by TPS – Veranstaltungsservice, TPS – Veranstaltungsservice shall endeavour to take corrective action as soon as they become known or if notified without delay by the customer. Moreover, the customer undertakes to inform TPS – Veranstaltungsservice in good time about the possibility of uncommonly high damage occurring. The customer shall do whatever can be reasonably expected in order to help remove the disruption and to keep possible damage at a minimum.

§2.5. TPS – Veranstaltungsservice assumes no liability for loss of or damage to vehicles parked or manoeuvred on the property of TPS – Veranstaltungsservice nor for the contents thereof, except in cases of intent or gross negligence.

§2.6. All claims against TPS – Veranstaltungsservice generally become time-barred one year after the start of the statutory period of limitation. Claims for damages become time-barred in five years irrespective of awareness. Reduced periods of limitation do not apply for claims based on intentional or grossly negligent breaches of duty on the part of TPS – Veranstaltungsservice.

### §3. Performance, prices, payment, offset

§3.1. TPS Veranstaltungsservice agrees to perform the services ordered by the customer and confirmed by TPS – Veranstaltungsservice.

§3.2. The customer agrees to pay TPS – Veranstaltungsservice usual prices for the services and other services used. This also applies to services arranged by the customer and outlays arising to TPS – Veranstaltungsservice with respect to third parties, in particular for claims from copyright collection societies.

§3.3. All named and agreed prices are exclusive of statutory value added tax. If the period between conclusion of the contract and the event exceeds four months and if the price usually calculated by TPS – Veranstaltungsservice for these services increases, the contractually agreed price can be adjusted.

§3.4. Invoices from TPS – Veranstaltungsservice without a due date for payment are payable within 10 days after receipt of the invoice without deductions. TPS – Veranstaltungsservice is entitled to declare at any time its accrued receivables to be due and to demand immediate payment thereof. In case of default of payment, TPS – Veranstaltungsservice is entitled to demand respective statutory default interest in the amount of the current 8.12% or for legal transactions involving a consumer, in the amount of 5.12% above the base rate (0.12%). TPS – Veranstaltungsservice reserves the right to account for excessive damage.

§3.5. TPS – Veranstaltungsservice is entitled at any time to demand a reasonable advance payment. The amount of the advance payment and the payment deadlines can be agreed upon in writing in the contract. If no agreement has been recorded in writing, TPS – Veranstaltungsservice is entitled to determine this.

§3.6. The customer can offset or reduce against a claim made by TPS – Veranstaltungsservice with an indisputable or legally binding claim only.

### §4. – 8.

#### §4. Withdrawal by the customer

§4.1. Cost-free cancellation on the part of the customer from the contract concluded with TPS – Veranstaltungsservice requires written consent from Veranstaltungsservice. If this is not made, the agreed framework conditions from the contract and services obtained from third parties shall be paid in any case if the customer does not use contractual services and subleasing is no longer possible. This does not apply when TPS – Veranstaltungsservice fails in its obligation to consider the rights, legally protected goods and rights of the customer, when the latter can no longer be expected to abide by the contract or has any other contractual or legal right to demand cancellation.

§4.2. If a date for cost-free withdrawal from the contract has been agreed upon in writing by TPS – Veranstaltungsservice and the customer, the customer may cancel the contract up to that date without giving rise to claims for payment or compensation by TPS – Veranstaltungsservice. The customer's right to withdraw expires if he does not exercise his right of withdrawal in writing vis-à-vis TPS – Veranstaltungsservice, unless an event does not occur pursuant to §1 Para 3.

§4.3. If the customer withdraws up to 14 days beforehand, cancellation of the event is cost-free.

§4.4. Withdrawal as from 10 days before the event date shall be due and invoiced with 30% of the order sum, as from 1 week before with 50%, 3 days before with 70% and 1 day before with 100% of the order sum.

#### §5. Withdrawal by TPS - Veranstaltungsservice

§5.1. If the right to cost-free cancellation on the part of the customer was agreed to in writing within a specific time limit, TPS – Veranstaltungsservice is entitled to withdraw from the contract within this period if there are queries from other customers for the contractually booked goods and services, and the customer, after being queried by TPS – Veranstaltungsservice, does not waive his right to withdraw from the contract.

§5.2. If a deposit that has been agreed upon or requested pursuant to §3 Para 5 above is not provided, TPS – Veranstaltungsservice is also entitled to withdraw from the contract.

§5.3. Furthermore, TPS – Veranstaltungsservice is entitled to withdraw from the contract for materially justifiable causes – for example, if -

§5.3.1. Force majeure or other circumstances beyond the control of TPS – Veranstaltungsservice make fulfilment of the contract impossible.

§5.3.2. Events are booked under false pretences or on the basis of erroneous information, e.g. regarding the customer or event purpose.

§5.3.3. TPS – Veranstaltungsservice has reasonable grounds for assuming that utilisation of the TPS – Veranstaltungsservice services can jeopardise smooth running business operations, the safety or public image of TPS – Veranstaltungsservice, without this being the fault of the ownership or management of TPS – Veranstaltungsservice.

§5.3.4. If there is a violation against §1 Para 2.

§5.4. In the event of justified termination on the part of TPS – Veranstaltungsservice, the customer has no claim to compensation.

#### §6. Insurance, customer liability for damages

§6.1. The leaser is generally obliged to provide proper and sufficient insurance cover for the risk associated with the respective rented items or premises (loss, theft, damage, liability).

§6.2. In the event that the risk named in §6 Para 1 occurs, (loss, theft, damage, liability), TPS – Veranstaltungsservice is entitled to invoice the full amount of damage or, in case of a total loss, to invoice the original price.

§6.3. Before conclusion of the contract, TPS – Veranstaltungsservice can demand that the customer provide appropriate security (e.g. insurance, deposit, surety).

#### §7. Changes to integral parts of the contract

§7.1. All amendments made up to 14 days before commencement of the event are free of charge.

§7.2. Amendments that increase the original value of the order confirmation are free of charge, but must be confirmed by TPS – Veranstaltungsservice up to 48 hours before commencement of the event at the latest. If further outlays arise for TPS – Veranstaltungsservice as a result, these can be invoiced by TPS – Veranstaltungsservice.

§7.3. Amendments that decrease the original value of the order confirmation shall be treated using the same conditions pursuant to §4 Para 3 – 4.

§7.4. If the commencement and ending times of the event change and if TPS – Veranstaltungsservice agrees to these changes, TPS – Veranstaltungsservice can invoice the additional commitment to service to a suitable extent, unless TPS – Veranstaltungsservice is at fault.

#### §8. Final provisions

§8.1. Any amendments or additions to this agreement, to the application acceptance or to these conditions of business for events must be made in writing. Unilateral amendments or additions on the part of the customer are invalid.

§8.2. The place of fulfilment and payment are the registered address of TPS – Veranstaltungsservice.

§8.3. The exclusive place of jurisdiction for commercial transactions – also for disputes concerning cheques and bills of exchange – is the registered address of TPS – Veranstaltungsservice. Provided that a contractual partner fulfils the prerequisite of §38 Para 2 Code of Civil Procedure (Zivilprozessordnung, ZPO), and does not have a place of general jurisdiction in the Federal Republic of Germany, the registered address of TPS – Veranstaltungsservice applies as place of jurisdiction.

§8.4. German law applies. Application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws are excluded.

§8.5. In the event that individual provisions of these GTC are invalid, the remaining provisions are unaffected. For the rest, the statutory provisions apply. "