

**General Contractual Terms of Wilde Beissel von Schmidt GmbH**

**1. Area of application of the present Terms**

The present Contractual Terms shall apply to all contracts between Wilde Beissel von Schmidt GmbH (hereinafter WBvS) and its Clients. On being effectively incorporated, they shall also apply to all and any subsequent contracts unless the application of other conditions or of a later version of the present Terms is explicitly agreed. Any conflicting General Terms and Conditions of the other contracting partner are herewith explicitly waived.

**2. Effective conclusion and subject-matter of the contract**

- a. Contracts relating to the planning and implementation of events shall be deemed to be effectively concluded by virtue of the acceptance of an offer addressed by WBvS to the Client. The offer shall consist of the concept plan and the budget plan (hereinafter "Budget") for the event.
- b. Contracts relating to the planning of events or to the drawing up of one or more specific cost estimate(s) for an event agreed with the Client shall be effectively concluded by means of simple commissioning, including by telephone. This shall also apply insofar as the Client does not ultimately commission the event. Insofar as no fee is agreed here, the fee shall be as per the effort expended by WBvS and the time-based fees customary in the industry.
- c. WBvS may refuse, either provisionally or with final effect, to perform a commission that has been awarded orally insofar as the Client fails to confirm acceptance in writing on request by WBvS, or insofar as the Client is in arrears with regard to the advance payments owed.
- d. The contract shall constitute an obligation incumbent on WBvS to provide the service offered, and on the Client to effect payment in respect of the agreed remuneration as per the due dates agreed in the offer or in the present Terms.
- e. Services over and above those agreed in the Budget shall be paid for by Clients separately, and shall be invoiced in accordance with the hourly rates that are customary in the industry, which can be inspected at WBvS, insofar as no separate agreement was reached.
- f. WBvS shall provide the services offered through staff members or freelance employees, or via sub-contractors.
- g. For negotiating cooperation contracts, WBvS shall be entitled to a fee of 10% of the payment made by the cooperation partner.

**3. Advance payments on the part of the Client**

The Client shall be obliged to effect advance payments to WBvS. The due date of the individual advance payments shall emerge from the offer. The following payments shall be due insofar as no due dates are designated therein:

- i. 30% of the Budget on conclusion of contract,
- ii. 40 % of the Budget six (6) weeks before the event,
- iii. 30% of the Budget within seven (7) days of submission of the invoice after conclusion of the event. The final invoice shall be issued in accordance with No. 5 of the present Terms.

**4. Planning and implementation phases, changes to plans and changes requested by the Client**

- a. The performance to be rendered by WBvS shall emerge from the offer drawn up by WBvS and accepted by the Client.
- b. WBvS shall be entitled at any time to send planning documents for the information of the Client regarding changes or addenda to the offer. Insofar as the Client does not object to the planning documents in writing within three (3) days of their sending, they shall be deemed to have been approved. WBvS shall be entitled to require written confirmation of such approval.
- c. WBvS shall be entitled in urgent cases to also carry out acceptable changes without consulting the Client (for instance should an artist be unable to attend, etc.). WBvS shall attempt in so doing to keep the change to the event and the additional costs incurred as slight as possible.
- d. WBvS shall attempt at any event to coordinate the changes with the Client or to send to the Client changed planning documents showing the changes.
- e. Insofar as the Client requests changes to approved plans, it shall inform WBvS in good time. Should WBvS so wish, the requested changes shall only be binding insofar as they are notified or detailed in writing. Insofar as the deviation from previous plans necessitates additional planning work or additional costs, these shall be met by the Client. Insofar as WBvS wishes to have the additional effort and the additional costs individually approved, it shall forward a corresponding budget to the Client for approval. The requested changes shall only be deemed to be binding in such case as the Client approves the additional costs incurred in writing.
- WBvS shall be entitled to refuse to implement the change insofar as it cannot be implemented for time or organisational reasons, or their implementation would entail liability risks for WBvS. A reason for rejection may for instance be if WBvS could only provide the altered services with service-providers with whom it is not familiar, so that WBvS would incur an increased liability risk. WBvS shall offer to the Client in such case, setting a deadline, to provide the service as previously planned, or to cancel the event.
- f. In the event of the Client failing to take a decision within the deadline period in cases under (b) or (e) above, WBvS shall take the decision which, to the best of its knowledge, corresponds best to the Client's interests according to the circumstances known to it. This shall entail cancelling the event as a rule in case of major changes.

**5. Remuneration, budget overrun, invoicing**

- a. The costs of the event shall emerge from the offer confirmed by the Client and/or the most recent budget accepted by the Client without objection. An entitlement to inspect invoices for third-party costs or documented invoicing shall only exist insofar as is explicitly agreed. WBvS shall be entitled in other respects to invoice the costs estimated in the Budget without further documentation. WBvS shall be entitled to provide documented invoicing. No. 5(b) below shall apply in this case with regard to invoicing and the overrun of the overall budget.
- b. The following shall apply insofar as documented invoicing is agreed:
  - i. WBvS shall forward all and any invoices for third-party services together with the final invoice.
  - ii. An overrun in the overall budget by more than 10% shall require the advance approval of the Client. Slight overruns of up to 10% shall be substantiated on request, but shall not require the advance approval of the Client. The total shall be material that is stated in the offer and/or in the most recent calculation that was accepted without objection as the total of the third-party costs. WBvS shall be entitled to move items between the individual items of the Budget.
- c. The Client shall examine the invoice within five (5) working days of sending, and shall inform WBvS of objections to the nature of the invoicing without undue delay, stating the specific defects.
- d. Insofar as only individual items of the final invoice are disputed, the Client shall be obliged to effect part-payments amounting to the undisputed part. Insofar as the Client only requests the conversion of an invoice which is fiscally correct, the retention of more than 3% of the outstanding amount shall not be permissible.

- e. e. Insofar as individual costs are not ascertained until more than two weeks after the event, WBvS shall be entitled to issue a corresponding supplementary invoice with regard to such costs after the final invoice has been issued.
- f. There shall be no entitlement for any discounts, rebates or other special agreements existing between the commissioned service-providers and WBvS to be passed on to the Client by WBvS. If, for accounting or other reasons, it becomes necessary to pass on to the Client the special conditions granted by service-providers, WBvS herewith reserves the right instead to charge a handling fee of 10% of the net value of the service. The Client shall have the right to request information regarding the special agreement.

**6. Termination/cancellation**

- a. The Client shall be entitled to cancel the commission at any time. Insofar as such termination has not become necessary as the result of culpable conduct on the part of WBvS that is in breach of contract, the Client shall effect the following payments within 14 days of termination:
    - I. Reimbursement of all expenses incurred by WBvS up to the date of termination. Proof of the time spent by WBvS shall be provided by the WBvS time recording system. The hourly fee or daily rate agreed between the parties shall be used as a basis.
    - II. In addition, the Client shall pay a lump-sum cancellation fee:
      1. in case of cancellation more than 90 days before the start of the event: 20% of the total fee remaining after deduction of expenses
      2. in case of cancellation from 90 to 61 days before the start of the event: 40% of the total fee remaining after deduction of expenses
      3. in case of cancellation from 60 to 31 days before the start of the event: 50% of the total fee remaining after deduction of expenses
      4. in case of cancellation from 30 to 8 days before the start of the event: 75% of the total fee remaining after deduction of expenses
      5. in case of cancellation from 7 to 3 days before the start of the event: 90% of the total fee remaining after deduction of expenses
      6. in case of cancellation 48 hours or more before the start of the event: 100% of the total fee remaining after deduction of expensesThe planned date of the event or the (planned) start of setup shall be counted as the event start date.
  - III. Costs of cancellation or termination fees due to the sub-contractors for third-party services.
  - b. WBvS may only terminate the contract for cause. Cause shall be deemed to exist for instance
    - i. e.g. payment arrears or arrears in respect of one of the advance payments;
    - ii. insofar as the implementation of the event entails an unacceptable risk to human life and limb or to the assets of WBvS or of third parties,
    - iii. insofar as implementation would be in breach of norms or official instructions.
- WBvS shall receive the cancellation fees in accordance with No. 6.a above insofar as WBvS is not exclusively responsible for the grounds for termination.
- WBvS shall also be entitled to the cancellation fee in accordance with No. 6.a below insofar as implementation of the event becomes impossible for reasons for which WBvS is not responsible.

**7. Liability/guarantee**

- a. WBvS shall be liable vis-à-vis the Client in respect of damage caused by defective provision of the services by WBvS arising out of grossly negligent conduct or intentional conduct on the part of its staff members, freelance staff or sub-contractors. Liability of WBvS shall be ruled out in other respects.
- b. WBvS shall not be liable for defects in the provision of services by the Client's sponsoring partners. Insofar as the defects are caused by culpable conduct on the part of WBvS in contract negotiations with the sponsoring partner, WBvS shall only be liable in this regard insofar as such negotiations are implicitly covered by the commission or a separately-remunerated commission was awarded in that regard.
- c. WBvS shall under no circumstances be liable for damage caused by the defective provision of services by the Client itself or by its subsidiaries or affiliates (in-kind deliveries). Any liability of WBvS in respect of services provided by sub-contractors shall also be explicitly ruled out insofar as the Client explicitly wished a specific sub-contractor to be used.
- d. The Client shall indemnify WBvS with regard to damage to third parties insofar as such damage is not caused intentionally or with gross negligence by virtue of culpable conduct on the part of WBvS, its staff members or sub-contractors, or is covered by the liability insurance concluded for the event. The scope and conditions of such insurance shall be notified to the Client on request without undue delay. Insofar as the Client wishes a more comprehensive insurance policy or a higher insured sum to be concluded, WBvS shall endeavour to conclude such insurance contract, and shall conclude such contract in return for approval of the additional costs.
- e. The Client shall be liable in respect of damages caused by guests or staff members or sub-contractors of the Client. The Client shall indemnify WBvS in respect of such claims.
- f. The liability of WBvS vis-à-vis the Client shall be on proviso of the defect being reported in good time in accordance with the present contract (see No. 10 below).

**8. Value-added tax**

- a. Unless otherwise specified on the offer, the prices stated shall be understood as net prices; the Client shall additionally pay the value-added tax respectively due thereon.
- b. Insofar as foreign value-added tax is incurred on a service, the Client shall refund such tax; WBvS shall however offer to the Client where expedient to implement a value-added tax refund procedure in return for a refund of the costs incurred.

**9. Contact partner in situ**

The Client and WBvS shall be obliged to provide the contact data of their respectively responsible representative at the event in good time prior to the start of the event. Such representative shall be deemed to be empowered to submit or accept all and any necessary or expedient declarations for the respective party.

**10. Exclusivity clause/defect notification**

- a. Defects must be notified without undue delay. The Client shall inform WBvS or its representative on the spot of all and any circumstances which in its view constitute a deviation from the contractual agreements as soon as it becomes aware thereof itself.
- b. The subsequent assertion of any claims such as compensation claims, fee reductions, etc., shall be ruled out insofar as the Client has not complained thereof, in contradiction of paragraph a), despite knowing of the circumstances. This shall not apply insofar as no contact from WBvS was available in situ and the Client attempted without success to complain of the circumstances by telephone, or insofar as WBvS was manifestly aware of the defective nature, or WBvS could in any case no longer have provided any assistance or brought about any improvement.

**11. General support**

The Parties herewith undertake to support one another in the implementation of the services forming the subject-matter of the present Contract. In particular, the Client shall provide to WBvS all information and decisions that it requests within a suitable period stated by WBvS and in the desired form.

## **12. Final provisions**

- a. Oral ancillary agreements shall be deemed not to have been reached. All and any amendments to the contract shall require to be in writing. This shall also apply to the rescission of this requirement of written form.
- b. Should individual provisions of the above General Terms and Conditions be ineffective, the effectiveness of the contract shall remain unaffected thereby in other respects.
- c. The court venue for disputes under the contracts affected by the present Terms and Conditions shall be the seat of WBvS. Other court venues shall be deemed to have been waived insofar as is permissible.
- d. The law of the Federal Republic of Germany shall apply in exclusivity.