

**General Terms and Conditions  
for the Provision of Work Performance  
of Jost Veranstaltungsservice GmbH**

**Clause 1 Area of applicability**

**Clause 1.1.**

Jost Veranstaltungsservice GmbH, Brückes 74 a, 55545 Bad Kreuznach, Germany (hereinafter referred to as "Contractor"), provides work performance solely to industry, commerce, crafts, trades, self-employed persons and other enterprises such as schools, universities, authorities and associations (hereinafter referred to as "Customer"), thus to natural persons, legal entities or partnerships with legal personality that are acting in a commercial or self-employed capacity upon entering into a legal transaction. All the legal relations between the Contractor and the Customer shall be based on these General Terms and Conditions exclusively.

**Clause 1.2.**

Any general terms and conditions of business deviating from or in addition to these General Terms and Conditions are expressly objected to; they shall apply only to the extent that these have been confirmed in writing by the Contractor. Upon placing its order, the Customer accepts the General Terms and Conditions of the Contractor. They shall also apply to all future transactions.

**Clause 2 Conclusion of contract**

**Clause 2.1.**

The offers of the Contractor apply solely to the Customers named under Clause 1. By placing its order, the Customer confirms that the work of the Contractor shall be used in these areas of activity and shall remain there.

**Clause 2.2.**

All offers are without obligation and thus only become binding upon written confirmation of the order or upon actual execution by the Contractor. There are no additional agreements, amendments, supplements and / or other deviations. They shall be valid only if the Contractor has given its consent thereto in writing. The services presented by the Contractor in advertising material, on its own website or in other media are not a binding offer on the part of the Contractor.

### **Clause 2.3.**

The Contractor reserves the right to modify the product colour, design or technology where this serves to improve the product without giving separate notification of such modification. Images in catalogues are not required to match the real colours. Photocopies, drawings, dimensions, weights or other performance descriptions are binding only if confirmed in writing by the Contractor. Descriptions of the quality shall not be considered to be a guarantee. The Contractor shall not be liable for errors as a result of any printing errors.

## **Clause 3 Pricing**

### **Clause 3.1.**

All prices are net in EUROS plus dispatch costs, packaging and the applicable rate of value-added tax. Quantity discounts shall apply only for individual articles in the size and colour stated.

### **Clause 3.2.**

If changes in material, wage or other costs occur after conclusion of contract due to unforeseeable circumstances, the Contractor is entitled to adjust the price against appropriate proof, unless a fixed price is explicitly agreed.

## **Clause 4 Delivery and acceptance**

### **Clause 4.1.**

All delivery dates and periods must be confirmed in writing. They are subject to unforeseeable production disruptions and punctual delivery by sub-suppliers of the required primary materials. Delivery is agreed "ex works" through collection by the Customer itself or through a forwarding agent or carrier determined by the Contractor.

### **Clause 4.2.**

The Contractor shall not be responsible for any delays if the Customer fails to fulfil its obligation to participate or fails to do so in due time, particularly to obtain official permits or implementation plans, clarify the condition of the substrate, accessibility and the required utility connections (particularly wastewater, water and electricity) or down payments.

### **Clause 4.3.**

Furthermore, the Contractor shall not be responsible for delays in performance where these are based on force majeure, which also includes industrial disputes at its own or at third-party business establishments, official orders or transport delays. In such cases, the performance obligations of the Contractor shall be suspended for the duration of the hindrances, which occurred as a result of the force majeure plus a reasonable start-up time.

### **Clause 4.4.**

As soon as acceptance or a test run provided for in the contract is possible, the contractual delivery periods shall be considered observed.

#### **Clause 4.5.**

Unless otherwise agreed, the work is accepted as soon as the Customer uses it. If acceptance is agreed in the contract, it shall be carried out formally. If, according to the contract, the Contractor has provided the performance owed by it, a date for the acceptance test shall be agreed in writing. After carrying out the acceptance test, the Contractor shall issue an acceptance report, which shall be countersigned by the Customer. If a defect is only minor, acceptance cannot be refused. If the acceptance test is postponed for a reason for which the Contractor is not responsible, the costs incurred in this connection shall be invoiced to the Customer.

#### **Clause 4.6.**

The Customer may withdraw from the contract provided that it set the Contractor a reasonable period in advance for the complete fulfilment of its performance obligations and pointed out that the performance will be rejected after the end of the period.

#### **Clause 4.7.**

In the event of a violation of obligations to participate, the Contractor may, after setting a reasonable period, withdraw from the contract in whole or in part and demand damages at an amount of 10% of the agreed price. The Customer is permitted to furnish proof that no damage or considerably less damage occurred. If the Customer is in delay with acceptance the risk of accidental loss or accidental deterioration of the work passes to the Customer.

### **Clause 5 Dispatch and passing of the risk**

#### **Clause 5.1.**

Upon written request by the Customer, the contractual item can be insured in its name and for its account.

#### **Clause 5.2.**

The risk passes to the Customer upon handing over the consignment to the forwarding agent or carrier, however, at the latest upon the departure of the goods from the works of the Contractor. If delivery is delayed upon request by the Customer or for any other reason within its area of responsibility, the risk passes to the Customer upon the Contractor's notification of the readiness for dispatch. In this case, the Contractor is also entitled to put the goods into storage in an appropriate manner at the expense of the Customer and to take all the measures required for the preservation thereof.

### **Clause 6 Terms of payment**

#### **Clause 6.1.**

All payments of the Customer shall be made within 10 days after the date of the invoice free of charge to the Contractor in such a manner that the Contractor may freely dispose of the amount paid at the latest on the due date. If the time allowed for payment is exceeded, the Contractor shall charge interest at 8 percentage points above the

respective base interest rate. Statutory provisions on a delay in payment remain unaffected.

**Clause 6.2.**

In spite of terms of repayment to the contrary of the Customer, the Contractor is entitled to offset the Customer's payments against its older liabilities first. If costs and interest have arisen, the Contractor may first offset the Customer's payments against the costs, then against the interest and thereafter against the principal claim. The Customer shall be informed of this procedure.

**Clause 6.3.**

Rebates, discounts or other reductions in the price may be claimed only if the Contractor has confirmed these in writing and the Customer is not in arrears with other payments.

**Clause 6.4.**

The Contractor shall only accept cheques and bills of exchange as conditional payment. The Customer shall pay any bank, discount or collection charges incurred in this context.

**Clause 6.5.**

The Customer may only offset counterclaims that have been declared legally valid or are uncontested against claims of the Contractor. It may only exercise a right of retention if it is based on the same contractual relationship. Claims against the Contractor may not be assigned or pledged.

**Clause 6.6.**

The Contractor is entitled to demand adequate security for its claims, even if these are conditional or have a fixed term. Likewise, the Contractor may request reasonable security for advance performance.

**Clause 7 Warranty**

**Clause 7.1.**

The work of the Contractor is in accordance with the contract and free from defects if it does not deviate or deviates only insignificantly from the agreed nature specified in the contractual agreements with the Customer. A minor defect shall be excluded as well as any defect caused by a circumstance for which the Contractor is not responsible. Without any express written agreement, the Contractor shall not guarantee or accept liability for a certain suitability and use of its work. Any liability for deterioration, improper handling or the loss of the work is also excluded after the risk has passed. This shall apply also if the Customer carries out any modifications such as changing individual parts in the work or fails to comply with the instructions of the Contractor. If the Customer intends to modify the work, the prior written approval of the Contractor must be obtained. In this case, all warranty claims of the Customer against the Contractor shall lapse.

**Clause 7.2.**

The Customer shall inspect the work immediately after receipt to determine whether it is free from defects and complete. Obvious defects can no longer be asserted after

acceptance. Otherwise, the Contractor shall be notified of defects in writing without delay, however within 1 week of delivery at the latest. The defective work and/or the defective parts shall be made available to the Contractor for inspection and examination in the state in which they were in at the time when the defect was discovered.

### **Clause 7.3.**

In the event of a defect and/or the absence of warranted characteristics, the Contractor may, at its option, either rectify the defect or supply a replacement, excluding any other warranty claims of the Customer. The Contractor may use equivalent materials in this connection provided these do not adversely affect the intended use by the Customer and can be reasonably expected of it. If the Contractor fails to successfully rectify the defect within a reasonable period, the Customer may set a deadline for adequate subsequent performance and after the expiry thereof, either reduce the agreed price or withdraw from the contract. The Customer shall have no further claims.

### **Clause 7.4.**

The warranty period begins on the date of acceptance and runs for one year. Longer mandatory warranty periods prescribed by law remain unaffected. The limitation period shall not be extended or begin anew as a result of the provision of a replacement or subsequent improvement.

### **Clause 7.5.**

The assertion of further claims and rights is excluded, particularly on account of the normal wear of the work.

## **Clause 8 General limitations of liability**

### **Clause 8.1.**

To the extent permitted by law and except where otherwise specified in these provisions, the Contractor shall be liable for damages only in case of intent or gross negligence. This limitation of liability shall apply to every claim asserted whatever the legal ground and thus includes particularly claims based on an infringement of contractual or out-of-court obligations or statutory claims or obligations upon the initiation of the contract.

### **Clause 8.2.**

Except in case of intent or gross negligence, the Contractor shall be liable for typical and foreseeable damage only in case of culpable breaches of duty. The liability of the Contractor is also excluded for damage, which did not occur on the product itself. In particular, the Contractor shall not accept liability for lost profit or other financial damage of the Customer.

### **Clause 8.3.**

Insofar as the liability of the Contractor is excluded or limited, this shall apply to the personal liability of its salaried employees, workers, representatives and vicarious agents accordingly.

### **Clause 8.4.**

None of this shall apply to claims based on the Product Liability Act.

## **Clause 9 Reservation of title**

### **Clause 9.1.**

The Contractor reserves title to all goods and products supplied until payment of all its claims (including the statutory VAT). The balance claim of the Contractor based on the entire business relationship with the Customer is secured by the reservation of title.

### **Clause 9.2.**

In case of conduct in breach of the contract on the part of the Customer, particularly in case of a delay in payment, the Contractor shall be entitled to take back the contractual item by offsetting this against the compensation for work. The taking-back of the contractual item and the seizure thereof by the Contractor shall not be considered withdrawal from the contract, unless the Customer expressly stated this in writing.

### **Clause 9.3.**

If the Customer sells, processes or transforms the goods and products delivered by the Contractor in the ordinary course of its business, the Customer hereby assigns the claims or receivables to which it is entitled vis-à-vis third parties based on the sale, processing or transformation at the amount of the receivables to which the Contractor is entitled according to No. 1 above. The Contractor hereby accepts this assignment, however without being obliged to take action against third parties based on the assignment.

### **Clause 9.4.**

The Customer is not entitled to pledge goods and products subject to reservation of title or to transfer them as security to third parties. It is also prohibited from any assignment of the claims to which it is entitled from the sale, processing or transformation of the reserved goods.

### **Clause 9.5.**

In case of the seizure of or other interventions by third parties in respect of the reserved goods, the Customer shall immediately notify the Contractor in writing so that it can bring legal action pursuant to Section 771 of the German Code of Civil Procedure. The Customer shall bring the attention of the seizing party or the third party intervening in any other manner in the reserved goods to the Contractor's reservation of title. If the Customer fails to do so and the third party does not release the reserved goods in favour of the Contractor, the Customer shall be liable for the damage suffered in this connection by the Contractor, particularly for the court and out-of-court costs of legal action pursuant to Section 771 of the German Code of Civil Procedure incurred by the Contractor and not otherwise reimbursed.

### **Clause 9.6.**

The Customer is obliged to treat the reserved item with care and to carry out maintenance and repairs at its own expense in due time. Finally, the Customer shall adequately insure the reserved item at its own expense against theft, fire and water

damage. The Customer hereby assigns any compensation payments by insurers under these insurance contracts to the Contractor who accepts such assignment.

#### **Clause 9.7.**

The Contractor undertakes to neither disclose the previous assignments nor collect the receivables arising from these in its favour for as long as the Customer meets its payment obligations in due time and no petition for opening insolvency proceedings has been filed. Furthermore, the Contractor is willing to release the security to which it is entitled upon demand by the Customer provided that the value of the security does not exceed the receivables to be secured according to No. 1 above by more than 20%. The Contractor shall be responsible for selecting the security to be released in this connection.

### **Clause 10 Data protection**

#### **Clause 10.1.**

The Contractor shall save, process and, if necessary, transfer using IT means to third parties for contractual implementation, the personal data and company-related data of the customers of the Contractor required for processing the transaction.

#### **Clause 10.2.**

Furthermore, data shall be collected and processed for the Contractor's own advertising purposes. No address data of the customers of the Contractor shall be disclosed. The customers of the Contractor may object to the use, disclosure or transfer of their data for advertising purposes at any time.

#### **Clause 10.3.**

All of this shall occur in compliance with data protection laws and provisions. Special importance is attached to the protection and confidentiality of the data of the customers of the Contractor.

#### **Clause 10.4.**

The Contractor is entitled to all the copyright rights and rights of use to the work. The documents of the Contractor, such as samples, plans, drawings, descriptions or software, may not be modified, copied or made accessible to third parties without the Contractor's approval. All documents shall be returned without retaining copies upon demand by the Contractor. The Contractor retains ownership of all documents. Use is permitted in accordance with the object of the contract only. Any change or removal of markings affixed to the contractually supplied items of the Contractor is prohibited.

### **Clause 11 Applicable law**

The law of the Federal Republic of Germany applies exclusively.

### **Clause 12 Place of jurisdiction**

The place of jurisdiction for both Parties is Bad Kreuznach, Germany. Notwithstanding this, the Contractor is entitled to bring legal action against the Customer at its place of general jurisdiction.

### **Clause 13 Final provisions**

Should individual provisions of these terms of contract or agreements reached otherwise be or become invalid, the validity of the remaining provisions and the validity of the contract in other respects shall not be affected. Instead, a provision which most closely approximates the achievement of the object of the contract and its commercial aim shall replace the invalid agreement.