

## General Contract Terms

**Liguriaplus** Travel & Events GbR – owner Christine Rhodovi & Barbara Stadlmann, Wenkenstraße 79, 32105 Salzuflen, (in the following named **LIGURIAPLUS**) leave the contract terms to the customer's own discretion and become subject of the contractual agreement:

### **I. Conclusion of the contract / terms of payment**

1. The contract takes place by mutual signing of the order or among merchants by written confirmation of the contractor. The contract takes place, too, when the customer makes a deposit which **LIGURIAPLUS** accept as such, or when **LIGURIAPLUS** starts with the fulfilment of the contract performances opposite the customer without opposition.
2. **LIGURIAPLUS** render a due account. On principle each price for agency services is to be understood cash, on engagement of artists via the agency plus social security contribution for artists on artists' fees as per the rates fixed by the "Sozialkasse" for artists and the legal VAT rate that must be paid in Germany, even if this should not be done in the individual case. In case a VAT must be paid to another organisation by the state or to another country, **LIGURIAPLUS** have a claim to payment of that tax. Discount is not allowed. The total must be paid without deductions subject to any provision to the contrary:
  - 40 % of the order sum on concluding the contract
  - 50 % of the order sum 2 months before beginning of the event
  - 10 % of the order sum after termination of the event, a balance of the really occurring extra charges or credit is made with the final account
3. Travel fees, overnight stays and expenses are cashed up according to expenditure. Flights within Europe are made in the Economy class, whereas intercontinental flights are made in the Business Class. Rail journeys are made in the 1<sup>st</sup> class. Journeys in a private car are charged with 0,70 €/km and in a van from 7.5 tons up with 1,40 €/km.
4. All expenditures and outlays by **LIGURIAPLUS** which are not taken on by **LIGURIAPLUS** as per the performance specification, are cashed up according to effort.
5. All performances which are not included in the performance specification have to be in addition recompensed by the customer, if **LIGURIAPLUS** do not go back on the performances of third parties but has delivered the respective performance by own employees. **LIGURIAPLUS** are entitled to have carried out work that they can allocate in the name and on the account of the customer to third parties, by own employees and to cash it up separately with the customer.
6. **LIGURIAPLUS** are authorised to charge dunning charges and the usual interests on outstanding payment.
7. Possibly arising GEMA charges or corresponding foreign fees as well as energy, water and waste water costs and the costs for a sufficient event casualty insurance as well as a possible event cancellation- and/or event equipment insurance are taken on by the customer.

### **II. Cost level / budget**

1. The cost level is estimated without obligation.
2. If the expected costs should be exceeded by more than 15 %, then the customer has the right to cancellation.
3. **LIGURIAPLUS** is obliged to inform the contracting party about a transgression of the cost level by more than 15 % under reference to the right of denunciation, the period of notice and the consequences of letting pass the deadline of notice as soon as the transgression is foreseeable. In this letter **LIGURIAPLUS** will also let the customer know the amount by which the budgeted costs are most likely exceeded.
4. If the contracting partner does not make use of this right to cancel within three weeks from receipt of the announcement, the transgression is then regarded as approved in so far as the original cost level does not exceed 30 %. If the cancellation is performed on the part of the customer, no claims are entitled to the customer against **LIGURIAPLUS** unless that mandatory legal regulations or agreements of this contract stand contrary. If the costs exceed the original budgeted costs by more than 30%, then **LIGURIAPLUS** can terminate the contract without claims being entitled to the customer against **LIGURIAPLUS** unless that mandatory legal regulations or agreements of this contract stand contrary. If neither of the two contract parties hands in his notice, then a new agreement which

7. **LIGURIAPLUS** keeps documents of the customer left in the context of an order for the duration of six months. At cession of original documents (slides, floppy disks, memory chips, CD ROMs, DVDs, blu-rays etc.) the customer obliges himself to produce duplicates. **LIGURIAPLUS** does not assume any liability for presentations of the customer which are not required back within one month after completion of the order.

### **IV. Resignation and impossibility**

1. If the execution of the event is completely or partly foiled for reasons which the customer has to represent, then **LIGURIAPLUS** keeps the claim to a fee agreed upon. **LIGURIAPLUS**, however, will have imputed what they saved due to the exemption from the performance and what they gain by other application of their labour or what they maliciously refrain from acquiring. At open air events the customer bears the weather risk.
2. In case of acts of God (e.g. weather and sea conditions, thunderstorm, storm, hail) and due to special incidents like war, terror, strike, official instructions **LIGURIAPLUS** is authorised to shorten or to cancel the event. All claims of the contract by **LIGURIAPLUS** or their representatives are dropped in case of non-fulfillment of the contract performance due to acts of God or special events. In these cases **LIGURIAPLUS** keeps the claim to fee shares which already fell due according to the payment schedule. For performances by **LIGURIAPLUS** which were carried out after the last installment as per payment schedule, **LIGURIAPLUS** is entitled to a fee share according to performance.
3. At any time the customer is allowed to step back from the contract. The receipt of the written resignation from the contract at **LIGURIAPLUS** is substantial. Up to the day of the event, the customer can step back from the contract by written notice.
4. In case of resignation from the contract by the customer, **LIGURIAPLUS** can demand an adequate compensation for the taken measures including the lost gain. Instead of the concrete calculation for the resignation, **LIGURIAPLUS** can assert the following generalised claim for resignation fees. The generalised resignation fees amount to:
  - up to twelve months before the beginning of the event 30 % of the fees agreed upon
  - up to six months before the beginning of the event 50 % of the fees agreed upon
  - up to two months before the beginning of the event 70 % of the fees agreed upon
  - as of one month before the beginning of the event 90 % of the fees agreed uponCalculation basis is the fee agreed upon with the customer plus VAT and less the saved charges (travelling expenses, overnight stay, catering etc.). It is left at the customer's own discretion to prove that in connection with the resignation none or lower costs have arisen than the costs indicated by **LIGURIAPLUS** in a flat rate.

### **V. Liability / insurance**

1. **LIGURIAPLUS** are liable only in case of negligent or deliberate behaviour in case of damages to persons or things that have been caused by employees or representatives of **LIGURIAPLUS**, unless that mandatory legal regulations stand contrary.
2. The customer takes the operational and personal risk for the proper carrying out of the event as well as the liability on a full scale for the safety of the representatives and the equipment of **LIGURIAPLUS**: **LIGURIAPLUS** assumes no liability for damages of arbitrary type which have been caused by visitors. Loss, broken glass and possible costs which have been caused by damage to the area, the rooms or underground lines by the installation of stages, booths, tents etc. are for the debits of the customer. Same applies to the damage to equipment rented by **LIGURIAPLUS**. The customer is obliged to conclude an adequate event casualty insurance and to prove evidence to **LIGURIAPLUS** upon request.
3. As far as in the context of the event there is an offer for the possibility of sporting activities, competitions etc. canyoning, river rafting, bungee jumping, surfing, jet skiing, biking, kite-surfing, sailing, climbing, plunging, cart driving, clay target shooting etc.), it is pointed

contains an appropriate increase of the LIGURIAPLUS fee must be made.

5. LIGURIAPLUS is authorised to take beforehand the fee agreed upon from the budget and even if through this the budget should be exhausted.
6. LIGURIAPLUS will provide performances which are not contained in the performance specifications only after a previous coordination with the customer and/or commission if the single performance exceeds a cost amount of 10 % of the cost level.
7. In case the immediate provision of this performance for the fulfillment of the contract on hand is required and a previous coordination with the customer is not possible, LIGURIAPLUS may render or order the service before coordination with the customer if the budgeted costs do not exceed more than 10%. LIGURIAPLUS must immediately afterwards inform the customer in such a case.
8. In case an early exhaustion of the budget or a transgression of the budgeted costs becomes obvious, LIGURIAPLUS will inform the customer. On receipt of the information they are obliged to immediately pay the required amount unless this one does not exceed the cost level by more than 15 %. If the transgression of the cost level by more than 15 % is agreed upon, or if the approval for this is regarded as given, the required surplus amount must be immediately paid by the customer after granting the consent or after occurrence of the approval fiction.

### III. Execution / Organisation

1. The execution and arrangement of the event is carried out on the basis of the concept on hand. Essential changes are coordinated with the customer.
2. LIGURIAPLUS is free in the arranging of the programme and the appearance according to the process plan agreed upon. LIGURIAPLUS is not subject to the artistic instructions of a third party.
3. LIGURIAPLUS is authorised to change the contract duties including a programme (e.g. loss of provided artists) and the supply with food and drinks as far as the value of the performance originally agreed upon is not changed adversely.
4. At provision or booking of the exhibition and/or event rooms by the customer, the localities are made accessible to employees and agents of LIGURIAPLUS for the installation of booths and stages, installation of illuminating engineering and supersonic sounding as well as for stage probations at the days of installation, disassembly and event. The disassembly starts immediately after the end of the event. All event and room costs, like energy, room rents, supervisory staff, hall technology, cleaning, fire brigade, medical emergency supply etc. are directly cashed up with the customer. Artists wardrobes must be provided on a sufficient scale
5. The completion of all contracts being necessary for this contract is carried out on behalf of and in the name of the customer. LIGURIAPLUS is hereby authorised by the customer to conclude all contracts being necessary or at least useful for the performance and fulfillment of the contract in the name of the customer. LIGURIAPLUS is authorised to issue directives in the interest and in the name of the customer opposite suppliers who were engaged for services.
6. Objects of the customer (give aways, banners, technology etc.) always travel at the expense and at the risk of the customer. Unless not agreed upon particularly, LIGURIAPLUS arranges for the dispatch to their own discretion without responsibility for a special packing or the cheapest and/or fastest way. Objects of the customer being necessary for the service provision of LIGURIAPLUS must be delivered at the fixed date franco domicile and/or to the place given by LIGURIAPLUS. The return delivery of these objects is carried out freight forward from place of installation. LIGURIAPLUS is entitled but not obliged to the conclusion of a transport insurance the costs of which the customer has to bear. Possible transportation damages must be immediately indicated to LIGURIAPLUS. Possible claims against the forwarding agency are assigned on demand to the customer.

to the usual dangers of these sporting possibilities. The participation in such activities is carried out at one own's risk. LIGURIAPLUS and the involved service providers are only liable for the fact that they do not increase liberately or roughly the danger of the activity.

4. In case of the culpable non-compliance of the contract or at culpable breach of contract LIGURIAPLUS are liable only till at most to the height of the fee agreed upon. The enforcement of further claims for compensation to LIGURIAPLUS are thus impossible. At a culpable breach of contract of the customer LIGURIAPLUS are not obliged to carry out the event.
5. On their own authority LIGURIAPLUS must check the lawfulness as well as the technical and artistic tenability of the measures developed by LIGURIAPLUS with the care of a proper merchant. In principle a liability is excluded if LIGURIAPLUS, in spite of expressed resistance, do carry out the measures according the instructions of the customer. In that case the customer has to exempt LIGURIAPLUS from the rights of third parties which are asserted due to this against LIGURIAPLUS.
6. As far as LIGURIAPLUS conclude contracts in fulfillment of this contract in the name of the customer with third parties, the activity as per order restricts itself to the choice of the contracting party in question and the conclusion of the contract in question under preservation of the limits put in this contract. LIGURIAPLUS are particularly not obliged to supervise the execution of such contracts themselves. Third parties engaged by LIGURIAPLUS that way are proportionally from LIGURIAPLUS to the customer not fulfillment assistants of LIGURIAPLUS.

### VI. Discretion / copyright

1. Both contracting parties oblige themselves not to give to any third parties any information about the fee agreed upon. The contracting parties allow each other to issue press releases. Upon request, LIGURIAPLUS must be called by name in publications as originator and agency.
2. The outlined ideas and concepts remain intellectual property of LIGURIAPLUS. The customer accepts the absolute copyright for all concepts, outlines, graphics, idea material, drawings and other documents named by LIGURIAPLUS or made by their representatives. Even by payment of a fee the usufructs do not pass over to the customer. A use of the concepts and drafts by the customer is only admissible in the context of the purposes stipulated in the contract, the scheduled time and the defined area of application. Copies require the express previous consent of LIGURIAPLUS. The customer obliges himself to make the concept accessible to third parties neither in the whole nor in components.
3. Videos and photos of events are protected on copyright for LIGURIAPLUS. A use by the customer is possible only according to a previous consent by LIGURIAPLUS against agreement on a licence fee.
4. LIGURIAPLUS is authorised to document the production on picture and sound carriers of all kind and to distribute and publish all photo-, video and films as well as other technical reproductions for self-promotion or for editorial purposes arising from the contract, viz. without reservations of the spatial, relevant and temporal fields of application. LIGURIAPLUS reserves a right to object for a use going beyond the contract and distribution of picture and sound carriers by the customer or by third parties.

### VII. End regulations

1. Should single or more terms of the contract be or become ineffective, then this does not touch the effectiveness of the contract as for the rest. The ineffective regulation has to be replaced by an effective regulation which meets the economic meaning and purpose of the contract of the contract parties.
2. Verbal supplementary agreements are regarded as not met. Changes and completions of the contract are required in writing.
3. This agreement and the complete facts of the case between the contract parties are subject to the right of the Federal Republic of Germany.
4. An exclusive place of jurisdiction for all disputes which stand with this contract in an immediate or indirect connection is – if permitted – the district court Lemgo and/or Detmold, independent on who takes legal action of the two contract parties.