

General Terms and Conditions for Subcontractors (Service Providers and Suppliers) of greenstorming GmbH



1. Scope of application

1.1 The following General Terms and Conditions (GTC) shall apply to all contracts between greenstorming GmbH (hereinafter: "Client") and the subcontractor ("SC").

1.2 The Client is entrusted with the organisational and technical preparation, implementation, and follow-up of events. The Client has many years of experience and is commissioned as an agency for sustainable event management by the end customer - the actual organiser - and works for him ("Project"). All event-specific contracts are nevertheless concluded by the Client in his own name and for his own account. For this purpose, the Client purchases services and sells these services (third-party services plus agency fee) to the end customer.

1.3 The Client is a general contractor and may use other subcontractors and upstream suppliers for the execution of the project.

1.4 The contractual relationship between the Client and SC, in particular the type and scope of the services and deliveries to be performed by the SC and the execution of the project, shall be governed solely by the offer of the SC and these General Terms and Conditions of the Client for the execution of the subcontractor services.

2. Obligation to cooperate and provide information

2.1 The Client shall be obliged to provide the SC with the necessary cooperation/provision in the performance of its contractual obligations.

This shall apply in particular to the SC's obligations arising from the contractual service description/the SC's offer or potentially agreed milestones/project plans that already exist or will be drawn up in the course of the project and are thus relevant to the contract.

Furthermore, the Client undertakes to report defects and malfunctions without delay and to cooperate with the SC to achieve the contractual purposes.

2.2 The SC agrees that the Client, in its capacity as general contractor, may release information, data and documents to the end customer as well as to third parties involved in the project for the purpose of implementing the project and that they may use the information, data and documents accordingly. Prior to the release to these third parties, the Client shall prove, if required, that they have undertaken to maintain secrecy in accordance with clause 13.

3. Project management

Both contracting parties shall each appoint a contact person and his/her deputy who are authorised to make and receive declarations binding for the respective party. The contact persons or their deputies shall only be replaced during the project for good cause.

4. Milestones and adherence to deadlines

4.1 The SC shall be responsible for providing its contractual services by the deadlines resulting from the mutually agreed schedule/project plan, by the milestone dates (also referred to as "deadline" or "period"). These deadlines or milestone dates must be communicated by the Client to the SC in advance and accepted by the SC. Thus, the deadlines become part of the contract and may then only be exceeded or changed after approval by the Client.

The milestone dates shall also serve the purpose of performance review by the Client as to whether certain intermediate milestone steps in the project have been achieved, also insofar as the interaction of the SC's performance with the performance of other parties involved in the project is concerned.

4.2 The SC undertakes to inform the Client without delay if it becomes aware of an impending or actual failure to meet a deadline or milestone date. The SC shall take all necessary measures to make up for any delay (for which it is responsible) as soon as possible. This shall also apply if the contracting parties fail to reach an agreement on who shall bear any additional costs incurred. If SC is responsible for the delay, the SC shall not be entitled to claim reimbursement of additional costs, notwithstanding any further claims of the Client.

4.3 In the event that the SC fails to meet milestone dates for reasons for which they are responsible, the SC shall pay the Client a contractual penalty of at least 50% of the order volume of the delayed (partial) performance. The assertion of damages for delay in the event of non-compliance with other agreed deadlines shall remain unaffected by this contractual penalty provision, as shall - also in the event of withdrawal - the assertion of claims for damages exceeding the contractual penalty.

4.4 If the Client has to pay a contractual penalty to the end customer due to a failure to meet a deadline or milestone for which the SC is responsible, the Client may claim this contractual penalty from the SC as damages. The prerequisites and the amount of the contractual penalties to be paid, if any, are set forth

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in the General Contractor Agreement (contract between the Client and the end customer).

5. Changes (change of services and costs)

5.1 A change is an extension or adjustment of the content of the SC's scope of services as requested by the Client in accordance with the offer. These changes may either be neutral with regard to the agreed deadlines, milestones or costs or may increase or reduce the costs and thus the agreed remuneration of the SC.

The contracting parties undertake to implement changes requested by the Client or necessary for the success of the project, insofar as they are reasonable for both parties and can be implemented within the scope of their own vacancies.

A change is particularly reasonable if it is technically and organisationally feasible as well as feasible with the available personnel within the framework of already agreed deadlines. Any additional costs or necessary adjustments to milestones and deadlines associated with the change shall be submitted by the SC to the Client in an adjusted offer and confirmed by the Client in text form or paid to the SC as part of the final invoice.

5.2 If an agreement on the implementation of a change is not reached, although it is reasonable for the SC, the Client shall be entitled to engage a third party to implement the change. In this case, the SC is obliged to provide the third party with the necessary information. The SC shall not be compensated for any expenses incurred in this respect.

5.3 A change of the contractually agreed services or costs by the SC itself is only possible after prior information and justification to the Client and the express consent of the Client. The assumption of any additional costs by the Client is excluded, if the SC is responsible for the necessity of the change.

6. Inspection for conformity with the contract

6.1 The risk of accidental loss of the services contractually owed and provided by the SC shall pass to the Client upon completion of the proper handover of the services from the SC to the Client and the accompanying inspection for conformity with the contract, hereinafter uniformly referred to as "Inspection", as well as upon release by the Client.

6.2 The inspection of all services rendered under this contract shall end with the submission of the release declaration by the Client. After the creation/completion/provision of the contractually agreed service, the SC shall make it available for the purpose of inspection by the Client at the latest by the date agreed in the schedule.

6.3 The Client shall notify the SC of any defects occurring in the course of the inspection. The SC shall remedy the defects notified to them without undue delay, at the latest, however, by the date newly agreed between both parties.

6.4 In the event that the SC has not remedied the defects as agreed by the relevant time, the Client may, at their option but in proportion to the severity of the defect

- again set the SC a reasonable period of time to remedy the defect, however, upon expiry of such period, the rights of Client granted in clause 6.3 shall continue to exist,
- commission a third party to remedy the defect, in which case any additional costs shall be borne by the SC and the provisions under clause 5.2 shall apply,
- reduce the agreed remuneration of SC for the defective performance appropriately or reduce it in full or
- withdraw from this contract completely or in part.

7. Compliance with labour law and social insurance regulations

7.1 The SC shall comply with the relevant provisions of labour law, social security law, aliens law and tax law (minimum social requirements) with regard to the deployed employee relations.

7.2 The SC shall in particular ensure:

- Employees are issued a monthly payroll statement and the remuneration due is paid monthly. Shorter payroll periods are possible; longer payroll periods are excluded.
- The remuneration agreed and to be paid complies without exception with the relevant requirements under labour law from statutory provisions and, where applicable, mandatory provisions of collective bargaining agreements (e.g. by virtue of a declaration of general applicability or by legal regulation in accordance with § 7 of the Posting of Workers Act). The SC shall furthermore ensure that the agreed upon and paid out remuneration at least complies with the provisions of the Minimum Wage Act, if applicable.
- The employment contracts shall at least comply with the applicable statutory and applicable collective bargaining conditions.

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- The process organisation is designed in such a way that justified claims of employees arising from hours worked and required to be worked, the Federal Leave Act, the Continued Remuneration Act and compensation for overtime are fulfilled in a comprehensible manner.
- The accounts shall be properly prepared in accordance with payroll tax and social security regulations. In the event of a violation, any additional claims asserted against the Client, the end customer or the service recipient shall be borne by the SC.
- Any foreigner deployed is in possession of all necessary permits (e.g. work permit, residence permit) for the duration of his deployment.

7.3 The SC is be obligated to provide written information on compliance with these requirements and to submit the relevant evidence upon request of the Client. This shall include, in particular, records of the hours worked at the SC within the scope of the project and the remuneration paid for such hours as well as wage and salary lists in an anonymous and not objectionable form with regard to data protection law. Furthermore, the SC is obligated to tolerate the implementation of suitable control measures if there are indications that the agreed specifications are not being adhered to. In the first step, the control measures shall be carried out by submitting suitable attestations going beyond the documents specified in clause 7.2 and may then, if the attestations are not sufficient or not available within a reasonable period of time, be carried out at the SC's expense by involving third parties professionally or contractually bound to secrecy (e.g. external auditors or certified public accountants).

7.4 If the SC fails to provide evidence of compliance with these requirements upon request or if the performance of inspections is not made possible and if, for this reason, there is a concrete risk of damage for Client (e.g. because SC is not able to document compliance with its obligations in the event of an inspection by the authorities), the Client shall be entitled to withhold payments due in an appropriate amount or to deposit such payments in accordance with the contractual provisions applicable in this respect. A reasonable amount shall be at least the amount in which, from the point of view of the Client, the possible damage could arise.

7.5 The SC shall indemnify the Client against liability for the statutory minimum wage. The obligation to indemnify shall also apply in the event that employees of subcontractors or other third parties

used by the SC assert claims against the Client for payment of the statutory minimum wage.

7.6 Other claims and rights of the Client shall remain unaffected, in particular the claim for damages and the right to revoke the consent/approval to engage certain subcontractors or other third parties or to terminate services, in particular by termination for cause. Upon revocation of the consent to engage a specific subcontractor, the SC shall remain obligated to perform its services; to the extent reasonable from the point of view of either party, the SC shall be granted a reasonable transition period to find another subcontractor, if necessary, to perform the same service.

8. Sustainability

8.1. The Client is a sustainably oriented company. The Client attaches the highest importance to compliance with ecological, economic and social sustainability standards in its own company and that of its business partners. The SC therefore undertakes to comply with the sustainability standards defined below during the entire business activity and the associated business relationship with the Client.

a) Human rights

The SC commits to exercise the highest level of human rights due diligence to identify and prevent human rights violations of its own business operations and in its supply chains. The Client recommends the following measures to the SC in this regard for the sake of transparency:

- Adoption of a policy statement on respect for human rights
- Implementation of a procedure to identify negative impacts on human rights (risk analysis)
- Use of a risk management system to avert potential impacts on human rights
- Establishment of a grievance mechanism; and
- Public and transparent reporting.

b) Child labour

The SC shall prevent any form of child labour in its business area. The minimum working age - regardless of local laws - is the respective age of completion of the standard school period. Children who have not yet reached the age of 18 may not be exposed to work that is detrimental to their physical and/ or mental health and development, safety, and morals.

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c) Forced labour and modern slavery

The SC undertakes to act against any kind of exploitation or abuse in the course of its business.

d) Fair treatment

The SC is committed to treating its employees with dignity and respect and to providing equal employment opportunities and conditions commensurate with each employee's ability, regardless of the following characteristics of an employee and/ or applicant, including but not limited to:

- Gender, gender identity, or gender expression.
- Age
- Nationality, race, ethnicity, skin colour, cultural background
- Religion/ world view
- Information about disabilities or health
- Sexual orientation

The SC further agrees to ensure that no employee is subjected to humiliating or physical punishment, verbal, psychological, physical, sexual harassment or abuse.

e) Acting environmentally conscious

The SC undertakes to reduce any negative environmental impact arising from its business activities by protecting the environment, conserving natural resources and continuously striving for ecological action. To this end, the SC shall monitor its natural resource consumption, such as water, raw materials or energy sources, in order to operate in a way that conserves resources in the long term.

The Subcontractor further undertakes to avoid non-intended negative effects on the environment and climate protection by using any measures at its disposal to monitor, analyse and continuously improve its ecological behaviour.

8.2. The SC is obligated to provide written information on compliance with these requirements and to submit the relevant evidence upon request of the Client. This includes in particular the disclosure of supply chains of the SC, e.g. but not limited to the transmission of delivery bills.

9. Non-compliance with labour law and social security regulations and/or sustainability standards

9.1 The concept of sustainability is of great importance to the Client and constitutes a basic prerequisite for the cooperation with SC. For this reason, a breach by the SC of any of the obligations

set forth in §§ 7 and/or 8 shall entitle the Client to terminate the Agreement without notice for good cause within the meaning of § 18.2.

9.2 Should the SC intentionally violate any of the obligations set forth in §§ 7 and 8 and/or intentionally deceive the Client about compliance with the standards set forth therein, the SC shall be obliged to pay the Client a contractual penalty of up to 75% of the order volume, depending on the severity of the violation. The assertion of further damages on the part of the Client shall not be excluded by the liquidated damages. SC has the right to prove that the Client has suffered less damage or no damage at all.

9.3 In the event that the SC breaches any of the obligations set forth in §§ 7 and 8 and/or intentionally deceives the Client about compliance with the standards set forth therein, and in the event that the Client incurs a fine as a result of such breach within the scope of the Supply Chain Act (Lieferkettensorgfaltspflichtengesetz) coming into force on 01.01.2023, the Client shall be entitled to claim this fine from SC as damages.

10. Transfer of rights

10.1 The Client shall receive from the SC, subject to the contractually agreed payment of the remuneration for the created and accepted works/services, the non-exclusive, irrevocable exploitation right, unlimited in time and space, in terms of content in accordance with the following provisions.

This right of exploitation may be transferred by the Client to the end customer and shall extend to granting the end customer the rights of use necessary for the implementation of the Project in all types of use required for this purpose as simple, transferable rights and shall in this respect include in particular the right of reproduction for internal use by the end customer as well as the right of modification and other rights to intervene in the work, insofar as they are necessary for the purposes of maintenance, care and further development.

10.2 Ownership of all movable items owed under this contract shall pass to the Client upon payment of the partial remuneration due up to and including after the declaration of release. The Client and the end customer shall also be entitled to use the items handed over free of charge in trial operation prior to the declaration of release.

11. Payment

The Client undertakes to pay to the SC a remuneration for all deliveries and services to be

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provided by the SC under this contract in accordance with the offer and the contractual agreement. Unless otherwise agreed in the offer, this remuneration shall cover all costs and expenses of the SC, including travel expenses. Any additional remuneration for agreed changes in accordance with clause 5 shall result from a new offer adjusted and confirmed by both parties.

12. Material defects and defects of title

12.1 SC shall be liable that the work/service complies with the contractual specifications as well as with the statutory and official provisions applicable at the time of inspection.

12.2 The Client's claims for defects shall become time-barred two years after the release declaration has been issued in accordance with clause 6.2.

12.3 The SC shall remedy any defects occurring in accordance with the following provisions (subsequent performance):

If a defect occurs within the defect liability period, the Client shall immediately inform the SC in text form about the occurrence, type and effects of the defect.

The SC is obliged to remedy the occurring defects at its own expense. If the Client has to pay a contractual penalty to the end customer due to a defect not remedied by the SC for reasons for which the SC is responsible, the Client may claim this contractual penalty from the SC as damages.

13. Secrecy

13.1 The contracting parties shall keep confidential all information and documents which are to be treated as confidential and which have come to their knowledge within the scope of this contractual relationship and the project and shall only use such information and documents vis-à-vis third parties - for whatever purpose - with the consent of the respective party providing the information. All information/documents which are marked with a confidentiality note when they are transmitted shall be treated as confidential. All information/documents relating to specific contents shall also be treated confidentially without a confidentiality notice. Clause 2.2 shall remain unaffected.

13.2 The parties undertake to use all confidential information/documents received in connection with the implementation of the project only for the implementation of this contract.

13.3 The obligations under clauses 13.1 and 13.2 shall not apply to such information or parts thereof for which the receiving party proves that

was known to them or generally accessible to them prior to the date of receipt,

was known or generally accessible to the public prior to the date of receipt,

became known or generally accessible to the public after the date of receipt without the party receiving the information being responsible for it.

Public declarations of the parties regarding a cooperation shall only be made by prior mutual consent.

13.4 Both parties have each established a management system in their company for handling secret information (trade secrets) and apply this to the information defined as confidential in accordance with clauses 13.1 to 13.3.

13.5 The above-mentioned confidentiality obligations shall survive the end of the contract.

13.6 The employees of the SC shall be bound to secrecy and data confidentiality.

14. Publications of any kind

14.1 Without the prior consent of the Client, the SC shall at no time be entitled to make publications of any kind regarding projects commissioned by the Client. This also includes all image and sound recordings made by the SC itself.

14.2 The SC shall likewise not be permitted to distribute or publish any image and sound recordings as well as technical reproductions for the purpose of self-promotion or for editorial purposes without the prior consent of the Client.

14.3 The Client shall not be obliged to give such consent at any time.

14.4 SC shall not be permitted to make any further use of the realised ideas or concepts of the Client - even if they have not been realised - beyond the contractual relationship. In this respect, the applicable copyright provisions shall apply.

14.5 The above provisions must also be passed on to any subcontractors.

15. Liability

The parties shall be liable in accordance with the statutory provisions.

16. Obligations when using further subcontractors

16.1 The SC undertakes, insofar as it intends, to use subcontractors for the performance of the contract,

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a) to carefully select the subcontractors according to their integrity,

b) to inform the Client in writing of the name and address of each subcontractor prior to its use,

c) use subcontractors only with the prior written consent of the Client, whereby the Client may only refuse consent for justified reasons,

d) to use only those subcontractors who, for their part, contractually commit themselves to the SC in accordance with clauses 7.1 and 7.2, clause 16.2 and to comply with comparable sustainability standards as set forth in clause 8 of these GTC,

e) to ensure compliance with the submission obligations under d) and to carefully check the documents submitted to it by subcontractors, and

f) to inform the Client without undue delay in the event of any indications of violations by a subcontractor of payment obligations under the German Minimum Wage Act (MiLoG) and/or of non-compliance with the sustainability standards set out in clause 16.1 d),

16.2 In the event of extra judicial and/or judicial claims against the Client by an employee of a subcontractor of the SC, the SC undertakes to provide the Client with all information and to hand over all information required for the defence against the claim; this shall also apply after the termination of the contractual relationship between the Client and the SC.

16.3 In the event of a violation of the provisions of the German Minimum Wage Act (MiLoG) committed by a subcontractor used by the SC, the SC shall fully indemnify the Client from all obligations resulting from such violation and shall furthermore compensate the Client for any damage incurred by the Client as a result of a culpable violation. This obligation of the SC shall in particular also apply to any necessary costs incurred by the Client as a result of the assertion of claims by employees of any subcontractors - or third parties (for example social security institutions); legal fees for extra judicial and/or judicial legal defence against such claims shall be limited to the statutory fees according to the German Lawyers' Fees Act (RVG).

In case of repeated violation by the SC of its obligations under this paragraph, the Client shall be entitled to terminate the contractual relationship without notice. This shall apply in particular in the event of violations of the obligations set forth in clause 16.1 f) and clause 16.2.

17. Insurances

17.1 The SC shall insure the equipment provided by it (theft, electronics, liability insurance including handling and processing damage) and the staff employed by it (accident, health, liability insurance) itself and at its own expense.

17.2 The Client may request the SC to provide proof of insurance by submitting the respective insurance policy by the SC.

18. Duration of the contract

18.1 The contract shall come into effect upon signature.

18.2 In addition to any special termination rights provided for by law, the parties shall have the right to terminate the contract without notice for good cause (§ 648a German Civil Code (BGB)). The period of warning shall not be less than 2 weeks. If the party entitled to terminate the contract has knowledge of the facts justifying the termination for cause for longer than 2 weeks, it may no longer base the termination on these facts.

18.3 Furthermore, the contract may be terminated with immediate effect by either of the contracting parties if the other contracting party ceases payment due to insolvency, if insolvency proceedings have been filed against it, or if other measures or agreements are made in temporal connection with occurring payment difficulties which serve to satisfy third-party creditor claims.

18.4 Even in the event of termination of the contract by notice of termination or withdrawal, such contractual provisions shall continue to exist which, by their nature, are intended to continue beyond termination. In any case, the obligation to maintain confidentiality and the liability provisions shall continue to exist.

18.5 In the event of termination of the Agreement, the parties shall return or irrevocably delete all documents received from the other party in connection with the project to the other party, if only available electronically. In case deleting electronic data becomes necessary, the SC undertakes to send a deletion protocol to the Client as proof upon request. This shall not apply to documents which the party obliged to surrender the data requires in order to protect its legitimate interests.

18.6 The SC's general cancellation conditions applicable to the Client within the scope of this project, shall be expressly declared by the SC in its offer to the Client and shall be subject to acceptance by the Client.

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19. Support obligation in case of premature termination of the contract

In the event that the Client terminates this Agreement for reasons for which the SC is responsible or partially withdraws from this Agreement for reasons for which the SC is responsible, the SC shall, at the request of the Client, support the Client free of charge in all measures to replace the performance to be rendered by the SC in accordance with the agreements applicable until the termination or withdrawal. In this context, the SC shall provide the Client or a third party to be determined by the Client with all necessary documents, data and other information free of charge and without delay.

20. Prohibition of competition/ enticement of employees

The parties undertake not to actively entice away employees of the other party until one year after the termination of this Agreement.

21. Force majeure

21.1 If the event cannot take place due to force majeure such as war, civil unrest, natural disasters, fire, epidemics, quarantine, strike, lockouts, government measures or similar circumstances, both parties shall be released from their contractual obligations and each party shall bear their own costs incurred up to that point.

21.2 The cancellation of individual participants or the failure of one or more participants to arrive on time, as well as bad weather including ice, snow and storms, shall in no case fall under the concept of force majeure.

This clause shall cease to have effect in connection with the current COVID 19 pandemic. A force majeure clause can only develop its effect for events that were unforeseeable and unknowable to the contracting parties at the time the contract was entered into. In this case the special regulations according to clause 22 apply.

22. Special CORONA regulations

22.1 Both contracting parties are aware of the risk situation that due to the COVID-19 pandemic there may be a risk of a possible cancellation, change of the event form (e.g. to digital/hybrid) and/or a relocation obligation for future events.

As the general contractor, the Client bears the basic risk of use. This applies in particular if an official prohibition should be issued in the future for the planned period of the event, as the pandemic and its potential consequences for event planning and implementation are now foreseeable.

22.2 The organisation and implementation of the planned event is/becomes impossible for the Client if

a) an official prohibition order or

b) an increased risk situation exists, the risk prognosis of which cannot be made at present, but the requirements of the respective competent health authorities at the event location, the RKI (Robert Koch Institute) or the international WHO make it appear unacceptable for the Client to comply with its protective obligations when holding the event.

22.3 In the event of a cancellation of the event due to one of the impediments pursuant to clause 22.2, the parties shall agree on an adjustment of the contract in accordance with the options under 22.4 - 22.6 (rescheduling, adjustment of the event, cancellation). In the event of an official prohibition order pursuant to clause 22.2 lit a), the respective addressee of the prohibition shall immediately inform the other contracting party.

22.4 Corona-related postponement

Postponement means that the planned event with the same service content and scope takes place at an earlier or later date.

a) In the event of one of the reasons listed under clause 22.2, the parties agree that - in deviation from the contractual details at the time of the planned event - the event may be rescheduled to a later date up to a maximum of 12 months after the originally planned event date in accordance with the agreement between the end customer and the Client.

b) The Client undertakes to also commission the SC with the services for the modified event form within the scope of the provisions of this Agreement, insofar as this is within its possibilities.

c) The costs for services already rendered/works that have become superfluous in the context of the relocation, shall be reimbursed by the Client to the SC, less expenses saved.

d) If the Client makes use of the postponement in agreement with the end customer, he shall not be obliged to declare the withdrawal, contrary to any contradictory provision in this contract; in this case, the Client shall not be obliged to pay cancellation fees to the SC compared to the old agreement.

e) Advance payments already made to the SC for services/works not yet performed shall be credited to the new event as far as possible.

f) Insofar as a Corona-related postponement is not possible, the provisions regarding the complete

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Corona-related cancellation in accordance with clause 22.6 shall apply.

22.5 Corona-related adjustment of the event

a) If the event is limited/reduced in size and/or the form of the event is changed, SC shall be reimbursed by the Client for the additional costs and/or the costs for the services already provided, less any expenses saved. This includes costs for an organisational and/or technical adaptation to the external conditions using innovative technologies for the feasibility of the planned event.

b) The Client undertakes to also commission the SC for the modified event format with the services within the scope of the provisions of this Agreement, insofar as this is within its possibilities.

c) The modification of the event pursuant to clause 22.5 lit. a) shall be notified to the SC by the Client as soon as possible after becoming aware of it and in due time prior to the event.

d) Insofar as an adjustment of the contract is not possible, the provisions regarding the complete Corona-related cancellation pursuant to clause 22.6 shall apply.

22.6 Corona-related cancellation

If the Client completely refuses to reschedule or adjust the event, it shall be obliged to compensate the SC for the damage less saved expenses (so-called claim for compensation as Corona-related compensation).

The compensation claim as Corona-related cancellation compensation should - in comparison to the general cancellation conditions of the SC (item 18.6) - be reduced in amount by at least 20% as well as phased. The phasing is calculated according to the proximity of the time to the contractually agreed time of performance and is a lump sum in a percentage ratio to the agreed total order amount, taking into account usually saved expenses and usually possible other uses of the services.

The SC shall be at liberty to prove that the cancellation has caused higher damages than the above-mentioned compensation claim. In this case, the higher damage shall be borne by the Client. In this case, the cancellation fees agreed in the SC's General Cancellation Conditions (clause 18.6) may not be exceeded.

23. Final provisions

23.1 The contractual relationship shall be governed by German substantive law to the exclusion of the UN

Convention on Contracts for the International Sale of Goods.

23.2 Annexes shall form an integral part of this Agreement in their respective valid version, i.e. signed by both parties.

23.3 There are no subsidiary clauses outside the documents referred to in clause 23.2. Amendments or supplements to this Agreement and the annexes must be made in text form to be effective. This shall also apply to any waiver of the text form requirement.

23.4 The possible invalidity of individual provisions of these GTC and shall not affect the validity of the remaining GTC contents.

23.5 If gaps arise in the practical application of these GTC which the contracting parties have not provided for, or if the invalidity of a provision within the meaning of clause 23.4 is established by a final court decision or by agreement of the parties, they shall undertake to fill in or replace this gap or invalid provision in a factual and appropriate manner oriented to the economic purpose of the contract.

23.6 The place of jurisdiction shall be Berlin unless a place of jurisdiction is mandatory by law.

Status: October 2021