

General Terms and Conditions for Services at the Function Area of Palisa.de GmbH

1. Area of Applicability

- 1.1 These General Terms and Conditions apply to contracts for the leased allocation of function rooms of Palisa.de GmbH – Meeting and Convention Center, hereafter referred to as Palisa.de, as well as for all herewith coherent services of Palisa.de.
- 1.2. General Terms and Conditions of the lessee or the organizer are only applicable if formally stipulated in writing.

2. Contract Conclusion, Contract Partners

- 2.1 Contracts must be in written form.
- 2.2 If the lessee is not the organizer or if the organizer engages a commercial intermediary or organizer's agent, the lessee is obliged to entail all obligations of the contract including the General Terms and Conditions to the intermediary/third party and has to provide for their compliance.

3. Services and Prices

- 3.1 Palisa.de is obliged to render the ordered (by the lessee) and guaranteed (by Palisa.de) services.
- 3.2 For these services the lessee is obliged to pay the agreed prices of Palisa.de.
- 3.3 The agreed prices are all net prices, current VAT excluded.
- 3.4 If, during the event the lessee enlists auxiliary services, in addition to those originally ordered, Palisa.de is entitled to invoice such services over and above those originally ordered. The amount invoiced is based upon the agreement between both contract parties or – if no such agreement exists – upon the general price for such services.

4. Rescission/Cancellation by Palisa.de

- 4.1 Palisa.de is – in addition to the circumstances mentioned in this contract (art. 5 sec. 3) – entitled to withdraw from the contract in case of objective and justified reasons or to cancel the contractual relationship for relevant reasons respectively, especially if
 - a. force majeure or other reasons which Palisa.de can not be held responsible for make contract fulfillment impossible;
 - b. events were booked upon deceptive information or misrepresentation of essential facts, e. g. in regard to the organizer or event purpose, which would have inhibited the conclusion of the contract, if known in advance;
 - c. a severe breach of contract on the part of the client occurs, especially: non-observance of the General Terms and Conditions, exceeding of the sound level as provided in the contract, a distinctive exceeding of the defined number of participants as well as the unapproved purchase of food and beverage;
 - d. Palisa.de may reasonably assume that the event jeopardizes its trouble-free business operation, security or reputation;
 - e. a breach of art. 2.2 or 11.1 occurs and due to this breach relevant concerns of Palisa.de will be violated.In all these cases Palisa.de is entitled to a claim for damages.
- 4.2 Rescission/cancellation must be delivered in written form to the lessee.

5. Rescission by the Lessee

- 5.1 The lessee is entitled to cancel the contract without reason. Rescission must be delivered in written form to Palisa.de. Rescission within 90 days prior to the event is free of charge. For later cancellation Palisa.de will invoice the lessee the following allowances – additional to the services according to art. 5.2, where applicable –
 - a. for cancellation 89 – 60 days prior to the event: 25 % of the contract sum,
 - b. for cancellation 59 – 30 days prior to the event: 50 % of the contract sum,
 - c. in case of cancellation 29 days prior to the event or less – without any reason – cancellation is excluded. The lessee is obligated to pay Palisa.de in full.
- 5.2 If Palisa.de assigns services of third parties as requested by the lessee, the lessee is, if responsible for the cancellation, obligated to pay the there from occurring costs.
- 5.3 In case of rescission and cancellation by the lessee legal regulations apply.
- 5.4 Rescission/cancellation must be delivered in written form to Palisa.de.

6. Technical Equipment and Access

- 6.1 The operation of the lessee's own electronic devices using the power supply system of Palisa.de requires prior approval. All electronic devices must comply with general and special requirements of the local regulating authorities and with present standards for electronic devices. Only the lessee is liable and may be held responsible for any effects to buildings and persons resulting from such use. A capacity overload of the power supply system caused by the usage of additional electronic devices must be prevented. Palisa.de assumes no liability. The overall costs caused by the usage of the power supply system may be recorded and invoiced by Palisa.de.
- 6.2 The lessee is entitled to use his or her own telephone, facsimile or data transmission devices, if prior approved in written form by Palisa.de. Therefor Palisa.de is entitled to charge a connection fee.
- 6.3 All technical equipment and devices provided by Palisa.de are only allowed to be operated by staff of the lessee after instruction by Palisa.de.
- 6.4 Malfunctions of any technical equipment provided by Palisa.de or other facilities must be reported to the lessor and will be resolved immediately, if possible. Payments may not be withheld or reduced if Palisa.de cannot be held responsible for the malfunction.

7. Third Party Services

- 7.1 If Palisa.de provides technical devices or other equipment of third parties on behalf of the lessee Palisa.de operates in the name, per procuracionem and for account of the lessee. The lessee is liable for careful operation and sound return. The lessee indemnifies Palisa.de from all claims of third parties concerning the leased allocation of Palisa.de's function rooms.
- 7.2 The lessee is herewith informed that the lessor will authorize a third party to provide for catering services, which must be ordered no later than 7 days prior to the event. If the lessee engages catering services he agrees to inform Palisa.de, in writing, no later than 7 days prior to the event of the exact number of participants.

8. Responsibilities of the Lessee

- 8.1 If special inspections, acceptances, permissions or authorizations are required for an event in the function rooms of Palisa.de which are not associated with their condition, the lessee is exclusively responsible for their duly application and implementation as well as for the bearing of all costs and fees. Compliance with all obligations regulated by public law or other rules and regulations are incumbent upon the lessee.
- 8.2 The lessee is subject to the domestic authority of Palisa.de throughout the entire property during the event and has to attend to the orders of Palisa.de, respectively its representatives.
- 8.3 The lessee's own decoration material must comply with fire protection requirements. Palisa.de is entitled to ask for an official certificate. Due to possible damages set-up and installation of objects must be authorized by Palisa.de in advance.

9. Liability

- 9.1 The warranty of Palisa.de is limited to the contract relevant liabilities, as far as the following regulations are without let and hindrance.
- The liability of Palisa.de is completely excluded if related to deficiencies of the rental item (premises) which are already existent at the time of contract conclusion (exclusion of warranty liability).
 - Incidentally, the warranty of Palisa.de is limited to service deficiencies of contract relevant liabilities if they are caused by intentional or gross negligence. This warranty limitation does not apply where injuries of life, body or health are concerned, insofar only liability for slight negligence is excluded.
 - Palisa.de is not liable in the case of being prevented from the assignment of lease due to causes and events for which Palisa.de cannot be held responsible for (e. g. power blackout, fire, water, burning, strike etc.).
 - Palisa.de takes no responsibility for damages to the items belonging to and brought along with the lessee, especially technical devices, goods, data or the like, irrespective of manner, origin, duration and extensiveness of the effects, unless Palisa.de induced the damages intentionally or in a grossly negligent manner. The lessee is obliged to take technical and actuarial precautions against over voltage damages to technical devices, because the warranty of Palisa.de in this regard is excluded in the aforesaid extension.
 - Palisa.de accepts no responsibility for the loss of coats or luggage unless they are caused by intentional or gross negligence.
 - Palisa.de accepts no responsibility for the adequacy of the leased function rooms and equipments for the purpose of the event. Subsequent objections are not accepted by Palisa.de.
- 9.2 The lessee is obliged to advise Palisa.de of the possibility of damage occurrences as well as to report incurred damages immediately.
- 9.3 The lessee is liable for all damages of the property or its equipment (injury to persons or damage to property), including structural damages or breakage of glass, negligently (slight or medium negligence), grossly negligently or intentionally inflicted during the leasing by the lessee himself, his staff, participants or other third parties staying in or near the leased properties with knowledge, toleration or at the instigation of the lessee.
- 9.4 Incurred damages must be reported to Palisa.de immediately.

10. Condition of the Function Rooms, Liability for Premises

- 10.1 All fire detectors, hydrants, smoke retaining valves, electrical distribution and shaft cables, telephone distribution points, ventilation inlets and outlets as well as escape routes must be accessible at all times and unobstructed in any way.
- 10.2 All general technical or official regulations, especially by the building supervisory board and the fire brigade, must be observed.
- 10.3 The lessee takes over the liability for premises during the entire time of leasing. During the entire time of leasing he has to provide for the safety of the leased property.
- 10.4 Fixtures, refittings or modifications of the available equipment by the lessee are prohibited.
- 10.5 Access to all rooms must be allowed to representatives of Palisa.de at all times. Service providers authorized by Palisa.de execute domestic authority in regard to the lessee and additionally to the lessee in regard to the participants. The domestic authority of the lessee in regard to the participants according to the right of assembly is unaffected.
- 10.6 The lessee is responsible for damages resulting from disregard of existing legal regulations.

11. Terms of Utilisation

- 11.1 Subleasing or subletting of the leased property as well as the invitation to promotions or similar events requires prior approval by Palisa.de.
- 11.2 Animals, with the exception of guide dogs, are not allowed at the premises.
- 11.3 All rooms are non-smoking areas. A smoking permission is possible by prior consultation with Palisa.de.
- 11.4 Due to noise protection reasons the lessee agrees to end all events at 10.00 p.m. at the latest. All provisions of the noise protection regulation must be naturally maintained prior to 10.00 p.m. Use after 10.00 p.m. requires prior written approval. The lessee is responsible for the duly application of a necessary special permit. The lessee also bears all costs. The lessee is liable for all legal claims of third parties due to the violation of the noise protection regulation.
- 11.5 Loads applied to the floor must not exceed 2 kN/sqm. The lessee is responsible for damages occurring due to the violation of this regulation.
- 11.6 The purchase of food and beverage by the lessee is prohibited, if not formally stipulated.
- 11.7 Ticketing, advance booking and box office are operated by the lessee, if not formally stipulated otherwise.
- 11.8 The lessee is herewith informed that other events may take place simultaneously at the Palisa.de. His or her use is not limited, if no relevant disturbances occur.

12. End of Contractual Relationship/Return of the Property

- 12.1 All exhibition goods or other items of the lessee must be removed within the agreed time of leasing. If not, Palisa.de is entitled to removal and storage at the lessee's expense. If the items remain in the function room, Palisa.de is entitled to charge a compensation for use for the time of disposition to the amount of the function room rental fee (daily rate). The lessee is entitled to provide evidence for a lesser damage of Palisa.de.
- 12.2 All operated rooms must be properly remade and returned clean swept at the end of the contractual relationship (i. e. all own information, decoration and working material must be removed and the waste generated during the event must be separated, if possible, and disposed in available dustbins). The final cleaning as well as the waste disposal will be done by the lessor and is part of the rental fee.
- 12.3 If the time of performance is exceeded, Palisa.de is entitled to charge a compensation for use of 5 % of the agreed function room rental fee (daily rate) for every additional hour, but at least € 50,-. If the exceeded time affects a successive event, the lessee is obliged to pay compensation.

13. Advertisement

- 13.1 The attachment of advertising material to or in the function rooms requires approval by Palisa.de and is only allowed at the stipulated locations.
- 13.2 Studding and bonding of walls as well as attaching banners is prohibited.

14. Final Provisions

- 14.1 Modifications and amendments of the contract, the order acceptance or these General Terms and Conditions for functions should be made in written form.
- 14.2 Place of delivery and payment is Berlin.
- 14.3 This agreement is governed by German law.
- 14.4 If any provision of these General Terms and Conditions should be unenforceable or partially unenforceable, the remaining provisions shall not be influenced. In all other respects legal regulations apply.