

Terms and Conditions

Kosmos KG

§ 1 Conclusion of the contract

1.1. The offer is subject to the conclusion of the contract.

1.2 With the written acceptance (in whichever form) of the offer submitted by Kosmos KG, the client declares his commitment to awarding the order as binding.

1.3. The contract shall enter into force with the written acceptance thereof by Kosmos KG.

1.4. Withdrawal from the contract or cancellation thereof remains subject to costs payable by the client. The written confirmation of the contract by the client shall confirm acceptance of the general terms and conditions.

§ 2 Scope

2.1. The services to be rendered arise from the detailed offer submitted by Kosmos KG.

2.2. The times of use of the said premises arise from the detailed offer by Kosmos KG. Each additional hour will be charged at 10 % of the net rental fee for the location and possible use of technical equipment per hour plus Value Added Tax (VAT). The staff required for this additional period is to be billed in accordance with the applicable hourly rates.

2.3. Side agreements that expand the scope of the contractual services shall require the express confirmation by Kosmos KG before becoming binding on the parties.

2.4. In the event of the agreed scope of services being deviated from as a result of lower demand for the agreed upon services, for example as a consequence of lower numbers of participants or weather-related circumstances, this does not constitute a claim for a reduction of the agreed contract volume .

2.5. Food is in principle included as an integral part of the services rendered by Kosmos KG. Consumption of own food by the client on the premises shall not be tolerated.

§ 3 Conditions of Payment

3.1. The total gross amount invoiced shall be due in two installments of 50% each. The first installment of 50 % of the total gross amount shall be due approximately four weeks before the event. The second installment of the remaining 50 % shall be due approximately two weeks before the event.

3.2. Failure to comply with the payment arrangements as set out in Clause 3.1. will result in the cancellation of the contract.

3.3. All prices are net prices unless stated otherwise.

3.4. In case of an increase in Value Added Tax (VAT) in the target area (the federal state of the event), Kosmos KG shall reserve the right to adjust and invoice this accordingly.

3.5. Kosmos KG and the client are entitled to agree on alternative payment arrangements and terms than those stated in Clause 3.1.

3.6. Kosmos KG shall be entitled to effect a price increase if the underlying wages and costs on which the agreement is based, increase and a period of more than three months elapses between the conclusion of the contract and the performance thereof in terms of delivery of services or handing over to the client.

§ 4 Cancellation / Termination of the contract / Transfer

4.1. In case of the cancellation of the event in the period from the date of concluding the contract until 31 days before the beginning of the rental period 30 % of the total amount shall be due; from 30 days prior to the commencement of the rental period 50 % of the total amount will be charged. In

case of cancellation within the period of 14 days before commencement of the rental period the full amount is due.

4.2. Should the execution of the event be significantly impeded, endangered or impaired due to unforeseen force majeure beyond Kosmos KG's control (terrorist attacks , war ...), both Kosmos KG and the client may cancel the contract. If the contract is terminated, Kosmos KG may charge reasonable compensation for the services already rendered.

§ 5 Catering

5.1. The catering rights for drinks remain in full with Kosmos KG. Additional special needs and requirements are to be agreed to by Kosmos KG prior to their implementation.

5.2. If deemed necessary, a cleaning fee in the amount of 350.00 € per day will be charged against the caterer commissioned by the client.

§ 6 GEMA / KSK (Social Contributions i.r.o. Artists)

6.1. The responsibility for the drawing up of the required GEMA and KSK (Social Contributions in respect of Artists) communications and any additional reports required in this regard, lies with the client.

6.2. All related fees in this regard or contributions shall be borne by the organizer. Kosmos KG shall not be held liable for any subsequent claims, surcharges or fees.

§ 7 Liability

7.1. The client/event organizer shall be liable to Kosmos KG for all damages caused to persons and property during the rental period either by the client/event organizer him- or herself or by persons or tradespersons acting on behalf of or commissioned by the client/event organizer, and for all damages that may result from such action.

7.2. In case of the contractually authorized utilization of the licensed premises being deviated from, Kosmos KG is entitled to the immediate termination of the contract. Kosmos KG also retains the right to remove individuals or parties from the premises in case of the improper usage of the rented facilities or the clearly noticeable misconduct of individuals.

7.3. The client/event organizer shall indemnify Kosmos KG from claims by third parties that are levied as a result of the use of contractual goods by the customer or its agent against Kosmos KG, including the costs of any eventual litigation.

7.4. Clauses 7.1. and 7.2. do not apply to injuries to persons or damages to property which are based on intent or gross negligence on the part of Kosmos KG or its employees or result from the failure of equipment on the leased premises or any other technical malfunctions.

§ 8 Insurance / Security / Fire Protection

8.1. Subject to the terms of the contract the customer/event organizer is responsible for compliance with all fire safety regulations, general safety precautions and regulations, and other rules and regulations laid down by the authorities.

8.2. Should structural changes that require prior consultation with Kosmos KG be necessary, the required authorizations shall be obtained by the client/event organizer under the condition that the latter had not as yet been obtained by Kosmos KG.

8.3. The client/event organizer is obliged to present proof of specific liability insurance for the event. All fees or contributions in this regard shall be borne by the customer/event organizer.

8.4. The client/event organizer is obliged to arrange for the appointment of at least one safety-/fire prevention officer for the entire period of use of the premises including the setting up and dismantling through the offices of Kosmos KG.

§ 9 Advertising

9.1. The client/event organizer agrees that Kosmos KG is permitted to make use of events taking place on the premises of Kosmos KG for advertising purposes.

§ 10 Legal Succession

10.1. In the case of succession, particularly in case of a corporate takeover or merger, the parties retain the right to transfer all rights and obligations under this contract. The contents of the contract shall remain unaffected.

§ 11 Final provisions / Jurisdiction

11.1. Changes and additions to the contract shall be effected in writing. This also applies to amendments and additions to the above provisions.

11.2. Kosmos KG agrees that the client shall be entitled to use the existing video equipment at the event for image- and/or sound recordings as well as for the involvement of partners and sponsors while fully respecting the legitimate interests of Kosmos KG.

11.3. The contracting parties undertake to maintain confidentiality about all facts and figures relating to the tenancy.

11.4. In the event of individual provisions of the contract being invalid, the statutory provisions apply. In this case the parties reserve the right to agree to an arrangement that most closely represents the interests of the parties.

11.5. The general terms and conditions of Kosmos KG apply. The legal jurisdiction is Berlin.