
General Terms & Conditions

1. Responsibilities

Subject to the terms and conditions set forth in this Agreement, ÜBERVENT shall provide the services specified in the proposal attached as "**Contract calculation**" (*hereafter referred to as "Event Services"*), and subsequent schedules of services as signed by the Client, and incorporated in this Agreement by this reference.

- 1.1** Unless otherwise agreed to in writing, ÜBERVENT shall be appointed by the Client to act as the exclusive provider of Event Services for the Program and, as such, will have the necessary authority to act on the Client's behalf with respect to the organization and management of the Program. ÜBERVENT will make payment to service providers, provided that Client has paid ÜBERVENT in accordance with this Agreement.
- 1.2** It is understood and agreed that ÜBERVENT shall have the right on behalf of and in the name of Client to contract with third parties for necessary services, suppliers, equipment or otherwise in the carrying out of duties and services outlined in this Agreement. It is specifically understood by both parties that ÜBERVENT is not the employee of Client or any of ÜBERVENT suppliers or subcontractors and that ÜBERVENT's relationship with Client, suppliers and subcontractors is that of independent contractor acting as a special agent with authority to implement all contracted services described in this Agreement or later agreed to by the Parties. In any actions undertaken for Client, ÜBERVENT'S liability is limited to that of an authorized agent.

2. Client Requested Modifications

Subsequent to the date of this Agreement, it may be necessary for Client to make certain modifications to the Agreement then in effect.

- 2.1** Client will advise ÜBERVENT of any modifications or corrections to the Event Services in writing. In such event, and upon receipt of Client's requested modifications, ÜBERVENT agrees to use its best efforts to accommodate the requested modifications of Client. In the event ÜBERVENT is able to accommodate such requested modifications, ÜBERVENT will notify Client of the change in price and ÜBERVENT shall prepare an Addendum, or an executed change order, which shall supersede the previous Agreement then in effect.
- 2.2** In the event ÜBERVENT is unable to accommodate Client's requested modifications, or in the event Client does not approve the prices and terms set forth in the revised Addendum, Client and ÜBERVENT shall continue to remain obligated to perform their respective obligations pursuant to this Agreement and pursuant to the revised Addendum then in effect.

General Terms & Conditions

3. Terms of Payment

Total estimated client costs for the program are provided hereto in attached "**Contract Calculation**".

Any additional Event Services costs incurred at the request of the Client shall be billed as outlined in subsequent revised schedules of service in accordance with the terms of this Agreement. All rates include a professional services fee and/or fees for accounting, supervision, and coordination unless otherwise noted.

3.1 Initial Payment

A nonrefundable initial payment of estimated services as outlined in **Contract calculation** is required upon commencement of a written agreement.

Payments Past Due
In the event the additional payment is not received by the date listed, even with a signed Agreement, ÜBERVENT reserves the right to cancel any and all services and terminate this Agreement.
Funds must be received in ÜBERVENT accounts before delivery of services.
Additional Payments
If there is an increase in the estimated program cost prior to the operation of the program, Client agrees to make an additional payment to ensure that the total additional payment(s) is/are equal to 90% of the estimated program total prior to the commencement of the program.

3.3 Method of Payment

- 3.3.1 The client agrees to make the following deposit payment to the account stated at the end of this document.
- 3.3.2 The final payment for all other services not covered by the deposit, needs to be paid within 10 days after receiving the final invoice.
- 3.3.3 All payments must be paid to:
Übervent GmbH
Bank:
Berliner Sparkasse
IBAN: DE65 100 500000 190 228300
Swift Code: BELA DE BE
- 3.3.4 Should the agreed deposit payments not have been credited to the account within the deadline, Übervent GmbH shall be entitled to claim damages for non-fulfilment of contract, and to withdraw from the contract without further notice.
- 3.3.5 The client shall also be held liable for payment of the agreed rates for any rooms or services which are not used. At hotel a room shall be deemed unoccupied, if it has not been occupied by the expected guest by 6 p.m. at the latest on the arrival, and if the hotel has not previously been informed of the guest's late arrival at least 5 days before the arrival.

General Terms & Conditions

- 3.3.6 The clients shall be held jointly and severally liable for payment of any additional services (provisions of food and beverage, telephone charges, laundry etc.) provided by the hotel to the clients contract.
- 3.3.7 All invoices from Übervent GmbH are to be settled in full within 10 days of date of invoice at the latest. Failure to pay by the due date will result in the client being charged interest on the arrears at 4 % over the Deutsche Bundesbank rate.

4. Cancellation or Inability to Perform by Client

In the event Client should cancel the Program, or ÜBERVENT's services, (other than as outlined in Force Majeure, Section 7) or other material breach of this Agreement by the Client, or Client representative, both parties acknowledge that it would be difficult to ascertain the exact amount of damages that ÜBERVENT may suffer due to lost revenue, staff time, and unrecoverable expenses.

In the event of cancellation of all or any part of Services by the Client, the Client agrees to pay ÜBERVENT as liquidated damages and not as a penalty, the actual direct costs, including labor costs expended or incurred by ÜBERVENT and the charges of ÜBERVENT's vendors and suppliers, in connection with the cancelled Services, together with a cancellation fee for the canceled services, in the following amounts:

5. Cancellation or Inability to Perform by Übervent

- 5.1 ÜBERVENT will make every effort to conduct the program as described, however, reserves the right to make adjustments to programs without affecting their material nature or overall quality. Should situations beyond the control of ÜBERVENT make changes necessary, ÜBERVENT will work with Client on any such changes. ÜBERVENT reserves the right to make equitable substitutions when necessary. Additionally, ÜBERVENT will not be liable for any delays in performance due to causes beyond its control, including acts of third-party suppliers to the Program.
- 5.2 In the event ÜBERVENT breaches its obligations under this agreement for any reason other than as defined in Force Majeure (Section 7), then ÜBERVENT shall return to Client its payments in full (for complete nonperformance) or the full amount paid for that (or those) service(s) not provided (for partial nonperformance). In no event shall ÜBERVENT be liable for incidental or consequential damages sustained by Client arising out of any claimed breach of this agreement. ÜBERVENT makes no warranties, expressed or implied.

6. Liability and Insurance

- 6.1.1 ÜBERVENT will be responsible for the acts or omissions of its employees and will indemnify, hold harmless and defend Client from and against any and all demands or asserted claims from third parties for damages to persons or property, or losses and liabilities, including reasonable attorney's fees, arising solely out of ÜBERVENT's negligence or willful misconduct in connection with its provision of services (as distinguished from the performance or omissions of third-party vendors) under this Agreement. Such indemnification of Client by ÜBERVENT shall be effective unless such damage or injury results, in whole or in part, from the negligence or willful misconduct, acts or omissions of Client, its agents, servants or employees, in which case liability shall be apportioned between the parties. ÜBERVENT shall not be liable to Client for any damages in excess of amount paid by Client for Services performed hereunder.

General Terms & Conditions

- 6.1.2 Client acknowledges that ÜBERVENT does not own, operate, or in any other manner exercise any control or influence over third party vendors for the provision of goods and services for the Program specified herein, including the service of alcoholic beverages. ÜBERVENT accepts no liability for the acts of any vendors. ÜBERVENT requests each major vendor to agree to hold harmless, indemnify and defend Client from asserted claims or losses arising from the use of vendor's service or product. "Major vendor" means vendors who supply services or products for transportation, catering or site venues for Client's activities. If a specific major vendor will not agree to hold harmless, indemnify and defend Client, ÜBERVENT will offer another vendor if Client so requests.
- 6.1.3 Regardless of the vendor used, Client hereby releases, covenants not to sue, and forever discharges ÜBERVENT, and its owners and employees from any and all liability, claims, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury that may be sustained due to the alleged or actual acts or omissions of a vendor of products or services under this contract. Accordingly, Client agrees that it will look solely to the vendor for compensation for said losses, damages or injuries.
- 6.1.4 Client will be responsible for the acts or omissions of its employees and agents and will indemnify, defend and hold harmless ÜBERVENT from and against any and all demands or asserted claims from third parties for damages to person's or property, or losses and liabilities, including reasonable attorney's fees arising solely out of or caused by the negligence or willful misconduct of Client or any employee, member, guest, invitee or agent of Client.. Such indemnification of ÜBERVENT by Client shall be effective unless such damage or injury results, in whole or in part, from the negligence or willful misconduct, acts or omissions of ÜBERVENT, its agents, servants or employees (as distinguished from the performance or omissions of third-party vendors), in which case liability shall be apportioned between the parties.
- 6.2 Insurance: Client agrees to carry Commercial General Liability (CGL) insurance and ÜBERVENT agrees to carry a special organiser's / DMC's Liability Insurance, in at least the minimum amounts to cover potential damages resulting from the program.
- 6.3 Liquor Service: If alcoholic beverages are ordered through ÜBERVENT to be served at Client's event, Client is at all times responsible for the actions of its invitees, agents, other vendors and servers. ÜBERVENT will not supervise or control the actions of said persons and disclaims any and all responsibility for their acts or omissions. Accordingly, Client agrees to indemnify, hold harmless and defend ÜBERVENT, its employees, agents, or contractors from any costs, asserted claims, damages, or judgments resulting from the sale and/or consumption of the alcoholic beverages.

General Terms & Conditions

- 6.4 Liability for Property Damage: Both parties shall be responsible to the other for damage to, theft, or loss of, the other's property, whether owned, leased or rented, arising out of the negligence or willful misconduct of the party causing the damage or loss, including the acts or omissions of that party's employees, agents, guests or Client's other contractors while they are acting on the behalf or at the direction of their principal. Client's responsibility shall include, without limitation, any damage to, theft, or loss of ÜBERVENT vehicles, third-party vehicles, props, linens, centerpieces (not designed to be taken away by Client). This paragraph is subject to the terms in paragraphs 6.1.1 through 6.1.4, above.

7. Force Majeure / Termination / Excuse of Performance

Either party may terminate its performance obligations without liability to the extent its performance is affected by acts or occurrences beyond its control that makes it impossible to hold the Program or for ÜBERVENT to provide the services specified herein.

- 7.1 The acts or occurrences that trigger the right of either party to terminate this Agreement under the terms of this section include, but are not limited to: acts of God, war, government regulation (including governmental advisories, quarantines and curfews), natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants' health or safety (as determined by both parties), or affecting a party's performance.
- 7.2 This Agreement may be terminated without liability for any one of such reasons by written notice from one party to the other within ten (10) days from the Force Majeure act or occurrence. If the Program is scheduled for less than ten (10) days from the Force Majeure event, notice must be received in writing within twenty-four (24) hours of the Force Majeure event.
- 7.3 Should this Agreement be terminated according to the terms in this Section, ÜBERVENT will return to Client any payments previously paid by Client to ÜBERVENT, less all of the following amounts which ÜBERVENT shall be entitled to retain: any non-recoverable and other out-of-pocket costs ÜBERVENT has paid or is obligated to pay to ÜBERVENT's vendors, suppliers and subcontractors, and any costs (including labor) for which ÜBERVENT has otherwise incurred an obligation to pay, as of the time of the Force Majeure Termination, so long as such direct and / or indirect costs are supported by reasonable documentation. ÜBERVENT shall additionally not be liable for delays due to causes beyond its reasonable control.

General Terms & Conditions

8. General Terms & Conditions

- 8.1 This contract becomes binding only when signed by both parties, Übervent GmbH and the client.
- 8.2 Any supplements, modifications to or cancellation of this contract must be made in writing. No verbal sub-agreements have been made.
- 8.3 The invalidity of one single clause in this contract shall not affect the validity of the contents as a whole. Übervent GmbH and the client agree to replace an invalid clause by one that is acceptable to and in the best interest of both parties.
- 8.4 This contract is subject to the law of the Federal Republic of Germany. Any litigation or dispute arising must be settled within of the jurisdiction of the city of Berlin.