

# **GENERAL TERMS AND CONDITIONS OF CONSORTIUM EVENTTECHNIK GMBH**

## **1. Scope of application**

These General Terms and Conditions shall apply in relation to both entrepreneurs and consumers in the sense of the Austrian Consumer Protection Act. Should one of the provisions put forward in these General Terms and Conditions be void due to a mandatory legal provision, this shall have no impact on the remaining stipulations. Any General Terms of the customer shall not be applicable, even when Consortium has not objected to them.

## **2. Right of withdrawal**

### **a) Right of withdrawal for consumers**

Where the customer has not expressed his intent to enter into a contractual agreement at the premises permanently used by Consortium for business purposes, he shall be entitled to withdraw from this contract within one week. This term shall begin as soon as the customer has received a document which includes at least the name and the address of Consortium, as well as instructions on the right of withdrawal, but no earlier than the conclusion of the contract. The customer shall not be entitled to the right of withdrawal if he has initiated the business relationship with Consortium himself, or if no communication took place between the parties or their representatives before the conclusion of the contract. Withdrawal shall only be effective if made in writing, whereby the service of a document containing a contractual statement to Consortium shall be deemed sufficient. The serviced document must clearly indicate by means of an endorsement that the customer objects to the conclusion or continuation of the contract.

### **b) Other right of withdrawal**

The customer shall be entitled to withdraw from the contract up to 60 days before the date of the first service to be provided by Consortium. If the customer exercises this right of withdrawal, Consortium shall be entitled to blanket remuneration not subject to moderation amounting to 20% of the agreed work wages / the agreed rent. Once the 60<sup>th</sup> day has passed, withdrawal by the customer shall no longer be admissible. Should the contract nevertheless not be fulfilled by Consortium for reasons within the customer's sphere of responsibility, Consortium shall be entitled to the entire agreed remuneration less 15% saved expenses.

## **3. Prevention of implementation due to force majeure**

If Consortium is prevented due to an unforeseeable, inevitable event (elementary events, road accidents) on the day of the event, and if, as a result of the circumstances, Consortium is unable to provide a replacement for the equipment and its operation in due time, its obligation to fulfil the contractual service shall expire; in this case, Consortium's entitlement to the agreed remuneration shall also expire.

## **4. Insolvency of the customer**

Consortium shall be entitled to withdraw from the contract without the need to set a grace period if the economic situation of the customer significantly worsens, so that he can no longer be expected to effect due payments in time, if insolvency proceedings are opened against his property, or if the institution of insolvency proceedings is dismissed for lack of assets. In such case, the customer can avoid withdrawal by Consortium by paying the agreed remuneration immediately upon receipt of the declaration of withdrawal.

## **5. Payment, offset**

The agreed remuneration shall be due without deduction at the dates stipulated in the contract, and where no dates are stipulated, 7 days before the date of the event. In the event of default of payment, irrespective of fault, the customer shall be obliged to pay default interest amounting to 1.5% per month and compensate any fees and expenses related to payment reminders and judicial enforcement. Any non-dedicated payments shall first be offset against ancillary fees, then against interest, and finally against the outstanding capital amount. The customer shall not be entitled to offset presumed own receivables towards Consortium against the agreed remuneration unless approved by Consortium.

## **6. Permits, taxes and fees**

The customer shall be obliged to obtain any official permits necessary for the operation of the equipment. The customer shall pay any taxes and fees, particularly copyright fees, which arise from playing recordings, and shall indemnify Consortium relating thereto.

## **7. Event venues**

The customer shall be obliged to provide the venues necessary for the proper operation of the equipment including electrical connections to Consortium and enable access to these venues for the installation and dismantling of the equipment in a timely manner. Where the venues are not situated on ground floor level, the event organiser / customer shall have to provide assembly workers. Moreover, the event organiser shall take out adequate insurance for the venues, as well as the installed equipment, against theft, other damage and natural hazards.

## **8. Liability of the customer**

The customer shall be held liable for any damage to the equipment provided that is caused before, during, or after the event by the customer or third parties, or arises by natural hazards through his fault. The customer's liability shall only be excluded if the damage has been caused by Consortium or its vicarious agents. If the customer is held liable in this sense, he shall be advised of the occurred damage immediately upon recognition by Consortium. If the agreed auxiliary workers are not present at the time of installation and dismantling, the customer shall bear any surcharges incurred by employing own auxiliary staff or by longer working times. If the customer fails to fulfil any performance incumbent on him on the basis of the contract, Consortium shall not be held liable for any resulting delays, additional costs or other economic disadvantages.

## **9. Liability of the company**

Consortium shall be liable to the customer for any damages caused deliberately or by gross negligence. Liability is excluded for damages caused by slight negligence. Liability is limited to the amount of the remuneration stipulated in the contract. Consortium shall only be obliged to replace directly inflicted damages. Any claims for compensation of damage to third parties, indirect damages, or loss of earnings shall be excluded. Consortium shall only be held liable for technical defects that have been caused by gross negligence and have not been rectified within a reasonable period of time.

## **10. Agreed court of jurisdiction, applicable law**

Austrian law shall apply to the contractual relationship. It is agreed that in case of any disputes arising from or in connection with the contract, the competent court for commercial matters in Innsbruck shall have jurisdiction.