

General terms and conditions
artlogic Company mbH (version as of 1 August 2007)

Preamble

artlogic offers services in particular in the field of event technology (above all light and sound engineering, stagecraft). In addition, artlogic procures service providers specialised in the provision of services in event technology and media productions. These service providers transfer their remuneration receivables from the principal by way of real factoring to artlogic. artlogic thus settles these receivables in its own name with the principal. Objections to the receivable on part of the service recipient vis-à-vis artlogic as factor shall be excluded; § 404 BGB [German Civil Code] shall be expressly excluded; insofar, the service recipient shall expressly waive the assertion of any rights to which it is entitled vis-à-vis artlogic being the factor pursuant to § 404 BGB.

§ 1 Application, written form

- (1) The services and offers of artlogic Company mbH, hereinafter referred to as artlogic, shall be provided exclusively based on these terms and conditions. Thus, they shall also apply to all future business relationships, even if they are not expressly agreed again. In each case, the newest version shall apply, which becomes a component of the contract with upon being announced. Conflicting confirmations by the principal referring to its terms and conditions are herewith objected to.
- (2) All agreements made between artlogic and the principal for the purpose of the orders are to be set down in writing; this shall also apply to the waiver of the written form requirement.

§ 2 Services, obligations to cooperate

- (1) artlogic undertakes to perform the services offered and to be executed by itself to the full extent, properly and at the agreed dates.
- (2) The principal shall be subject to obligations to cooperate regarding the services performed by artlogic itself (e.g. light and sound engineering, stagecraft) which are to be agreed in detail between artlogic and the principal in each case. In any case, the principal has to ensure that artlogic is informed in detail about the situation at the event location, in particular regarding the possibility to access the stage location as well as the power supply, in good time, but at the latest one month prior to the respective event. If the performance by artlogic is delayed as consequence of circumstances which are not at fault of artlogic, in particular at the event location, the principal shall have to bear the costs for waiting periods, additional travelling becoming necessary and compensation for necessary expenses which are attributable to the delay.
- (3) When procuring service providers, artlogic shall not have any obligation in excess of the correct selection of the service providers. artlogic shall merely be responsible that the service providers procured are generally suitable for the respective services. artlogic shall not be obliged to check the service providers procured for existence of required qualifications, approvals and insurances.
- (4) The principal has to sign pieces of proof of the activities performed by the service providers upon their request and to provide any and all information and other cooperation desired or required by them.
- (5) A contract regarding the services performed by the service providers procured shall come into effect not with artlogic but only with the service providers themselves.
- (6) The principal has to monitor any and all work and to examine such work immediately after completion, irrespective of whether such work has been performed by artlogic itself or by service providers.

§3 Liability, damages in case of services by artlogic

- (1) As a contract regarding the activities performed by the service providers procured comes into effect only with these services providers and not with artlogic pursuant to § 2 para. 5 of these terms and conditions, artlogic shall not be liable for any damage arising as consequence of tort, mal-performance, non-performance or violation of other primary or secondary obligations in connection with the activity of the service provider for the principal. In these cases, the principal shall be obliged to contact the service provider directly and to notify the defects to artlogic in writing.
- (2) Regarding the services performed by artlogic itself, claims for damages towards artlogic and its *Erfüllungsgehilfen* [persons employed by artlogic in the performance of its obligations] and *Verrichtungsgehilfen* [vicarious agents] shall be excluded if such damage was not caused due to gross negligence, unless there is a breach of cardinal duties. In addition, such damage only has to be compensated for insofar as it is foreseeable and typical for the service. This shall not apply in case of injury to life, body and health.

- (3) Any liability in case of violation of non-material contractual duties in excess of the above shall be excluded in case of simple negligence.
- (4) If the services cannot be used by the principal as intended in the contract due to fault resulting from the failure to comply with suggestions and consultations made prior to or after conclusion of the contract or defective compliance thereof or due to a violation of other contractual secondary obligations, the above regulations regarding the limitation of liability in case of secondary obligations shall apply mutatis mutandis.
- (5) Unless expressly agreed, further claims of the principal – for whatever legal ground – shall be excluded. Unless included in the above paragraphs, artlogic shall thus not be liable for lost profit or other pecuniary damage of the principal.
- (6) To the extent that the liability is excluded, this shall also apply to the personal liability of the legal representatives, employees and other assistants.
- (7) The exonerations and limitations from liability included in the above paragraphs shall not apply in case of claims due to injury to life, body or health based on a culpable violation of duty by artlogic or the persons employed by it in the performance of its obligations. The claims under a guarantee granted by artlogic to the principal regarding the quality of the services shall also remain unaffected by the regulations regarding liability. The statutory periods of limitation shall apply to claims for damages not subject to a limitation of liability.
- (8) The customer shall be obliged to carry out any changes or extensions of orders or any re-engagements of service providers procured by artlogic only via artlogic also in future. The customer undertakes not to agree changes of contracts or conclusions of contracts directly with the service provider. In case of each breach of these obligations, damages amounting to € 2,000.00 plus possible VAT shall become due, excluding the defence of a continued violation.
- (9) The customer has to notify artlogic of all defects in writing immediately after learning of them. Knowledge shall be equivalent to the failure to make use of an opportunity to gain knowledge, e.g. due to failure to comply with the monitoring duty. If defects are not notified in good time and in writing, the customer shall lose its possible claims based on defects due to that vis-à-vis artlogic.

§4 Statute of limitation

- (1) All claims for whatever legal ground shall fall under the statute of limitations after 12 months. The start of the period of limitation shall be governed by the respective statutory regulations. The statutory periods of limitation shall apply to claims for damages which are not subject to a limitation of liability.

§5 Cancellation period

- (1) Cancellations of orders have to be made in writing. If an order is cancelled up to one month prior to start of the agreed service time, artlogic shall have a claim for 20% of the total remuneration, unless the principal furnishes proof of lower damage. If artlogic furnishes proof of higher damage, artlogic may request such higher amount from the principal.

§6 Terms of payment

- (1) In case of own services, the invoicing shall take place after provision of such services. In case of procurement of service providers, artlogic shall settle the remuneration of service providers after provision of the service by the service providers procured. The service providers themselves shall not be entitled to collection as they transferred their claim for remuneration against the principal by way of real factoring to artlogic. The following regulations shall equally apply to own receivables of artlogic and the receivables due from the principal acquired by artlogic from the service providers procured.
- (2) Unless otherwise agreed, the invoices of artlogic shall be payable immediately after invoicing without deduction. artlogic shall be entitled to credit payments at first against debts of the principal despite contradicting provisions of the principal. If costs and interest have already occurred, artlogic shall be entitled to credit the payment at first against the costs, then against the interest and at last against the principal service (§ 367 BGB).
- (3) Payments are to be effected in EUR and have to be made exempt from postage and charges. Bills of exchange and cheques shall be deemed as payment only after redemption and when artlogic can dispose of the amount.

Bills of exchange and cheques will be accepted without obligation to timely presentation and protestation.

- (4) In case of failure to comply with the agreed dates of payment, the principal shall be in default without a separate notice of default being required. In case of default, artlogic shall be entitled to charge interest amounting to 8 percentage points above the base lending rate of the European Central bank starting on the respective point in time. Higher interest rates are to be fixed if artlogic furnishes proof of being charged with a higher interest rate – in particular the interest rate for unpaid current account credits charged by the commercial banks. Lower interest rates are to be fixed if the principal proves that artlogic is charged with lower interest rates. The assertion of further damage caused by default shall not be excluded.
- (5) In all other respects, artlogic shall be entitled in case of default to refuse any performance for the principal, also under other contractual relationships. artlogic shall not be liable for any damage resulting due to such non-performance.
- (6) If artlogic learns of circumstances which possibly may significantly reduce the creditworthiness of the customer, artlogic shall be entitled to demand immediate payment of all unpaid receivables – also receivables under other contractual relationships with the principal. Such circumstances include in particular the discontinuation of payment, the opening of insolvency or court settlement proceedings, bill and cheque protests. In these cases, artlogic shall additionally be entitled to make dependent the performance of further services on payment in advance or provision of a security or to rescind the contract.
- (7) In case of assertion of counterclaims, the principal shall only be entitled to offsetting or retention if such counterclaims have been legally validly ascertained and acknowledged by artlogic. An acknowledgement by a service provider procured shall not be binding upon artlogic.
- (8) The reduction shall be excluded, unless supplementary performance is impossible or has finally failed.

§7 Prohibition of assignment

The assignment of claims to which the principal is entitled against artlogic shall be excluded.

§8 Choice of law and place of jurisdiction

- (1) Exclusively German laws shall apply.
- (2) To the extent that the principal is a merchant entered in the German commercial register within the meaning of the German Commercial Code, a legal person under public law or a public separate estate, either Düsseldorf or Neustadt/Wied shall be the special place of jurisdiction at choice of artlogic for all disputes arising directly or indirectly from the business relationships. The option of the contracting parties to sue the respective contractual partner also at the place of such partner's general place of jurisdiction shall remain unaffected.

§9 Final provisions

If one or several provisions of these general terms and conditions become invalid, the effectiveness of the contract and the effectiveness of the other general terms and conditions shall not be affected. In such case, the invalid provision is to be replaced by such provision which is as close as possible to the economic purpose and the intended distribution of risks under the respective contractual relationship.

In case of all claims for damages and contractual penalties stipulated here, artlogic shall be free to furnish proof of higher damage and the customer shall be free to furnish proof of lower damage. (Version as of 1 August 2007)

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With your signature you accept the above General Terms and Conditions

Date, authorised signature, firm Stamp