

General Terms and Conditions of the Event Service WISTA conventions of the WISTA Management GmbH

SECTION A

I. General, Scope of Applicability

1. These terms and conditions apply to contracts between the event service WISTA conventions of the WISTA Management GmbH (hereinafter: Event Service) and customers. The customer's contractual partner is WISTA Management GmbH, Rudower Chaussee 17, 12489 Berlin. In contracts for the rental of event spaces for carrying out events and for any other related services and deliveries, the provisions of Section B additionally apply. In contracts for tour events (open guided tours and group or individual tours), the provisions of Section C additionally apply.
2. The customer's terms and conditions are hereby declared void. They only apply if this has been explicitly agreed upon in writing.
3. Publications of any kind in which the event location is mentioned are to be sent well in advance to the Event Service for information purposes. They are subject to approval by the Event Service.

II. Conclusion of Contract, Obligations of the Contract Partners

1. The contract is concluded with the customer's written acceptance of the binding proposal (or binding reservation/booking) through the Event Service.
2. The agreed prices are net prices and are subject to additional VAT. Should the VAT rate change by the date the service is provided, so too will the agreed prices change accordingly and the Event Service is entitled to charge the VAT increase thereafter.
3. Invoices from Event Service without a due date are payable within 14 calendar days from the date of invoice without deduction, afterwards they are in default. For every reminder after default occurs, the customer has to pay an administration fee of €5.00 to the Event Service. A claim of further damage is not excluded.
4. The Event Service is entitled to request the customer to make an advance payment up to the amount of the agreed total price for its services and expenses as well as the provision of reasonable security (e.g. insurance, deposits, guarantees).
5. If a stipulated advance payment or security is not made despite a reminder, the Event Service is entitled to cancel the contract. A claim of further damage is not excluded.

6. The customer may only offset or reduce a claim by the Event Service with a recognised or legally binding claim unless the customer's claim and that of the Event Service are based on the same legal relationship.

III. Right of Withdrawal

1. If a customer's free right of withdrawal within a specific period of time is agreed upon in writing, the Event Service is also entitled to withdraw from the contract within this period. The written concession of a contractual option for the customer is the equivalent to the concession of the customer's free right of withdrawal.
2. In addition, the Event Service is entitled to rescind the contract for justifiable cause, particularly if
 - when concluding the contract the customer gives misleading or false information about essential facts, e.g. regarding the customer or purpose;
 - the Event Service has reasonable grounds to believe the event might jeopardize smooth operation, security or reputation of the Event Service in the public eye, without being attributable to the sphere of the Event Service. The customer is obliged to clarify to the Event Service unsolicited, at the latest by the conclusion of the contract, whether the event is capable of jeopardizing the smooth operation, security or reputation of Adlershof as a scientific and business centre due to their political, religious or any other characteristics.
3. In the case of a justified cancellation by the Event Service, a claim by the customer for damages or compensation is excluded.

IV. Property Rights

The employees and agents of the Event Service must be granted access to all premises at all times. They exercise property rights in buildings and on private fair grounds with respect to the customer and, together with the customer, with respect to visitors.

V. Liability, Statute of Limitation

1. The liability of the Event Service for slight negligence is excluded. This does not apply to damages resulting from injury to life, body or health as well as for damages resulting from the breach of essential contractual obligations. The liability in case of a breach of essential contractual obligations is limited to contractually typical foreseeable damage. Essential contractual obligations are those whose fulfilment enables the due and proper implementation of the contract, and whose compliance the contract partners can regularly rely on.
2. Should disruptions or shortcomings in the performance of the Event Service occur, the Event Service will make every effort to remedy the problem once it becomes known or immediately after a Customer complains. The Customer is obligated to do whatever can be reasonably expected to remedy the disruption and keep damage to a minimum. Moreover, the Customer is also obliged to draw the Event Service's attention to the possibility of significant damage occurring as soon as possible.
3. All contractual claims against the Event Service lapse in principle within one year beginning with the statute of limitations period. Regardless of knowledge, claims for damages expire in five years. Damages must be reported immediately.
4. If the Customer has a parking space made available to them – even for a fee – this does not constitute a safekeeping agreement. There is no obligation for monitoring on the part of the Event Service. The Event Service cannot be held liable for loss of or damage to parked or moving vehicles or their contents.
5. The Customer is liable for all damage to buildings, facilities or fixtures caused by its participants, employees and other third parties within its scope of responsibility.

VI Miscellaneous

1. The exclusive jurisdiction for all disputes between the Customer and the Event Service is where the Event Service has its registered office.
2. German law applies. The use of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-laws provisions is excluded.
3. In the event that any provision in these terms and conditions is or becomes invalid, the effectiveness of the remaining provisions is not affected.
4. The Event Service will process the personal customer and participant data in compliance with applicable data protection regulations. The data are, if necessary, collected, processed and used in

an automated procedure. The transmission of data to third parties does not take place.

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SECTION B

(Applies only to contracts for the rental of spaces for conducting events and for any other associated services and deliveries)

I. Services, Prices

1. The Customer must book all related services in conjunction with an event (including third-party services such as catering) exclusively through the Event Service. The Customer is not entitled to commission third parties with the sale of goods or provision of services on the event premises without the written consent of the Event Service.
2. The Customer is obliged to pay for the contractual and additional services used – also those used by event participants – at the agreed upon or standard prices of the Event Service. The Customer is liable for the payment of all services used by the participants as well as for any expenses caused by them. This also applies to the services, costs and expenses of the Event Service to third parties, which were initiated by the Customer.
3. The services booked with the Event Service are to be understood as a complete package. If the Customer does not completely or partially use the services agreed upon with the Event Service during the event, the Customer is nonetheless obliged to pay the agreed prices, minus the potentially saved expenses conveyed by the Event Service.
4. If the starting or ending times of the event are moved, the Customer is obliged to bear all resulting costs, in particular, the commitment of the Event Service or persons commissioned by the Customer, unless the move is the fault of the Event Service. Further damage claims of the Event Service shall remain unaffected.

II. Cancellation

A free cancellation of the contract must be declared in writing to the Event Service up to 121 calendar days prior to the event. After the deadline, the Customer has to pay the following cancellation fees, provided the cancellation is not caused by a breach of contract of the Event Service. The Customer remains at liberty to prove that the Event Service has not incurred any costs or expenses or that these are significantly lower than the cancellation fee.

Cancellation fees:

In case of a cancellation prior to the start of an event from

- 120 to 90 days before the event:
25% of the cost of space rented
- 89 to 60 days before the event:
50% of the cost of space rented
- 59 to 30 days before the event:
75 % of the cost of space rented

- 29 days before the event: 100% of the cost of space rented + 50% of the expected revenue from equipment, catering and other services, however, at least the costs already incurred by the Event Service.

III. Terms of Use, Ensuring Public Safety, Property Rights, Advertising

1. Smoking is expressly prohibited in all rooms of the Event Service. Exceptions require a prior written agreement.
2. Animals, with the exception of guide dogs, may not be taken to the events.
3. The Customer is aware that other events may also be held at the same time and in the same building; this is recognised as agreed upon.
4. The Customer is responsible for ensuring public safety during the entire time of use of the rented premises.
5. The mounting of advertising materials on or in the event rooms or the nailing and gluing of said materials on walls as well as affixing banners is only permitted with the written consent of the Event Service and only at the agreed places. Installations, modifications or changes to the existing facility by the tenant are not permitted without written consent.
6. The transfer of use of rooms covered by this contract to third parties, the subletting or re-letting of rented rooms and/or spaces as well as the invitation to and conduct of interviews, sales or similar events require the prior written consent of the Event Service. If permission is denied by the Event Service, the Customer has no right to terminate the contract.

IV. Technical Equipment and Connections, Compliance with Regulations, Items Brought onto Premises

1. If, at the Customer's request, the Event Service provides technical and other equipment from third parties, it shall act on behalf, on the authority and on the account of the Customer. The Customer is liable for the careful handling, correct operation and proper return of equipment that is also owned by the Event Service. The Customer releases the Event Service from any claims arising from the provision of this equipment.
2. The use of the Customer's own electrical equipment while utilizing the Event Service's power supply is subject to the latter's written consent. Any faults or damage to the equipment of the Event Service caused by the operation of these devices shall be charged to the Customer, unless the Event Service is responsible for the prob-

lem. The Event Service shall be entitled to record and charge any electricity expenses arising from such use, in form of a lump sum.

3. Only with the written consent of the Event Service is the Customer entitled to use its own telephone, fax and data transmission equipment. For this, the Event Service may charge a connection fee.
4. The Customer must procure in a timely manner all necessary official permits, requirements and approvals for the event at their own cost. The Customer is responsible for compliance with public law requirements and other regulations, in particular the compliance with fire safety regulations, the provisions against noise pollution, the protection of minors among others as well as the payment of GEMA fees.
5. All fire alarms, hydrants, smoke vents, electrical distribution and switching cables, telephone switchboards, ventilation inlets and outlets as well as escape routes must be accessible at all times and not obstructed in any way.
6. Decoration materials brought to the event must meet the fire safety requirements. The Event Service is entitled to demand official proof of this. If such evidence cannot be provided, the Event Service is entitled to remove the already installed material at the Customer's expense or to prohibit its installation. Because of possible damage, the hanging and affixing of decoration material must be coordinated with the Event Service.
7. Exhibit and other items brought by the Customer must be removed immediately after the event. If the Customer fails to do this, the Event Service may undertake the removal and storage of the objects at the Customer's expense. If the items remain in the event room, the Event Service can charge a compensation for use for the period the items stay there in the amount equal to the agreed rent for the room in question including any attributable damages and reimbursement for administrative costs. The Customer is at liberty to prove that the Event Service's claim was not incurred or not in the amount demanded.
8. Other items left behind by the event participants will only be forwarded at the request, risk and expense of the respective participant. The Event Service holds these items for up to 3 months; thereafter, the objects, provided there is a recognizable value, are handed over to the local lost property office. The storage costs shall be borne by the Customer. If the item has no apparent value, the Event Service reserves the right to destroy the objects after the deadline at the Customer's expense.
9. Packing material, which accumulates in connection with supplies for an event by the Customer or a third party, must be disposed of by the Customer before or after the event. Should the Customer leave packing material in the event rooms, the Event Service is entitled to dispose of it at the Customer's expense.

10. Any exhibition or other items – also personal – left in the event rooms by the Customer or its guests is done so at the Customer's risk. By bringing such items, no safekeeping contract is deemed to have been concluded with the Event Service.

SECTION C

(Applies only to contracts for the organisation of tours / open guided tours and group or individual guided tours)

I. Participation Requirements, Rules of Conduct

1. The tours and guided tours take place exclusively within the specified time frame, Customers arriving late result in a corresponding reduction in the total duration of the tour. Therefore, we ask for a timely appearance for registered tours (at least 5 minutes before the event). At the beginning of each tour is a mandatory security briefing for the Customers. Participation in the tour without the security briefing is not possible; entry fees paid will not be refunded in case of failure to show at the security briefing.
2. The tours in general are not barrier-free. There is a general ban on smoking in the buildings. Photographing and filming within the visited building is only permitted if the images are used exclusively for private, non-commercial purposes and are not published.
3. For certain events, special requirements for Customers shall apply; such as age restrictions or special requirements on clothing or equipment. These requirements will be announced by the Event Service in a timely manner. The Event Service can exclude Customers who do not meet these specific requirements from taking part in the tour.
4. In individual cases, the proprietor or owner makes access to a facility dependent on a "waiver of liability" being signed or a liability exclusion is agreed upon. In this case, the Customer has no right to enter the facility without turning in that declaration.
5. The Event Service has the right to exclude Customers from further participation in the tour for good cause, especially if they
 - disrupt or hinder the proper conduct of the event or endanger other people,
 - post anti-constitutional statements or commit offences or use anti-constitutional symbols,
 - are obviously under the influence of intoxicating substances,
 - violate the instructions of the Event Service.
 The exclusion from further participation should, if possible, only take place if the Customer has already been warned once. A refund of tickets / prices paid will not occur in case of exclusion.

II. Changes in the Number of Participants

Deviations of the registered and booked number of participants of more than 10% must be reported in writing or by e-mail as a contract amendment at least 24 hours before the event and confirmed by the Event Service. Prices are subject to change in this case.

III. Withdrawal, Cancellation

1. The Event Service has the right to withdraw from the contract if the safety of the Customers cannot be guaranteed or if the minimum number of participants at open events of 5 people, or at other events of 7 people, is not reached. Fees already paid will be refunded to the Customer.
2. A free cancellation of the contract by the Customer is possible up to 10 days prior to the date of the tour. After this deadline, the Customer has to pay for all services ordered. The Customer remains at liberty to prove that the Event Service has not incurred any costs or expenses or that these are significantly lower than the price of the agreed services.