

## **GENERAL TERMS AND CONDITIONS OF BUSINESS OF LIMELIGHT VERANSTALTUNGSTECHNIK GmbH ("LIMELIGHT")**

### **1. Liability**

a. Limelight is only liable for direct or indirect damage and/or consequential damage and/or culpa in contrahendo attributable to failures by Limelight or its employees or its vicarious agents to carry out its/their duties in cases of intent or gross negligence.

Liability in accordance with German law about liability for faulty products or § 309 Section 7 of the German Civil Code (BGB) and other cases of legal liability regardless of fault are not affected by this. If Limelight is obliged to provide compensation, the maximum amount for which it is liable is the agreed payment.

If this agreement stipulates that there is no or only a limited claim against Limelight, the customer shall indemnify Limelight and/or its vicarious agents against claims by third parties to the relevant extent.

b. The customer is liable to Limelight for all the damage that he himself or his vicarious agents and/or his guests and/or the hall personnel cause Limelight and/or Limelight's vicarious agents.

### **2. Unjustified withdrawal from or termination of the contract by the customer**

If the customer withdraws from the contract without a justifiable reason and/or if he terminates it without being justified in doing so, he owes Limelight the agreed payment minus the expenses that Limelight has not incurred, proof of which shall be provided.

In such a case, Limelight shall make reasonable efforts to reduce the damage by using the resources that have become free for a different purpose.

### **3. Special arrangements for the installation and operation of equipment at events**

Equipment shall be installed and operated in accordance with the local circumstances, the technical facilities and the instructions of the event manager, whose name shall be notified to Limelight in good time.

In other respects, the arrangements made by the parties apply.

Promised installation and dismantling times only apply approximately.

#### **4. Special arrangements when equipment and other movable property is rented out**

Rent is charged by complete days, so that every day which has begun counts as a complete day. A return date that is agreed and/or is quoted on the delivery note is a fixed date and the customer is in default if he does not observe it.

In this case, the damage attributable to the default corresponds at least to the agreed daily rent, with Limelight being reserved the right to claim higher damage for which proof can be provided.

The customer is obliged to check rented property immediately on receipt and to notify faults that are found; if this is not done, the rented property is considered to have been provided in accordance with the contract.

The customer is obliged to test the rented property in the planned installation configuration before the event begins.

The customer is not entitled to pass the rented property onto third parties.

The customer is required to use the rented property carefully and is liable for all damage to the rented property that is not attributable to proper use of it.

**The customer is advised to obtain appropriate insurance cover.**

The rented property may only be put to the proper use; at Limelight's request, the customer shall provide information about the use he intends to make of it, at the latest when the contract is concluded.

Limelight is not liable for third-party property that comes into Limelight's possession when the rented property is returned or that is in the rented property when it is returned.

Receipt of the rented property when it is returned does not represent acknowledgement by Limelight that the object returned is in faultless condition; on the contrary, Limelight has the right to examine the property and determine whether it is in faultless condition within a reasonable period of time and before it is rented out again and to make claims for damages if necessary.

The customer indemnifies Limelight against all claims that are made against Limelight by third parties with respect to such property.

Consumables (e.g. fog juice etc.) and spotlight bulbs that cannot be used any more are charged to the customer separately.

## 5. Payment transactions

Payments are due as specified in the invoice and the deadlines must be observed by the customer, unless terms and conditions of payment to the contrary have been arranged in writing.

Offsetting against counterclaims held by the customer or enforcement of a right of retention is only permissible if the counterclaims have been acknowledged by Limelight in writing or have been recognised finally in legal proceedings.

## 7. Reservation of title

In contracts with consumers, Limelight reserves title until the purchase price has been paid completely.

In contracts with companies, we reserve title to the goods until all the claims arising from the business relationship have been settled completely.

The customer is obliged to inform us immediately about seizure of our goods by third parties, about any damage or destruction and about any change in his own place of residence.

In the case of conduct by the customer in breach of the contract and particularly in the case of failure to pay as due or if a duty specified by these terms and conditions of business or by the individual contract is neglected, Limelight is entitled to withdraw from the contract and to demand the return of the goods.

The customer is entitled to sell the goods in the normal course of business provided they have been sold to him. He already assigns to Limelight all the claims he obtains against a third party by making a sale up to the invoice amount. Limelight accepts the assignment herewith and is entitled to disclose the assignment and to collect the assigned claim itself, if the customer has fallen into arrears with payment.

Processing of the goods by the customer is always carried out in the name and on behalf of Limelight. If processing is carried out with property that is not owned by Limelight, Limelight acquires co-ownership of the new property in the ratio of the value of the property supplied by Limelight to the other processed property. The same applies if Limelight's goods are mixed with other property.

## 8. Miscellaneous provisions

- a. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applied.
- b. Gilching is the place of performance.
- c. Irrespective of the arrangements made for payment of the costs, goods or rented property is/are always transported and shipped at the customer's risk, even if Limelight carries out the transport operations itself.
- d. Information on drawings and photocopies as well as dimensional and weight data that Limelight provides to the customer are only meant approximately in all cases. The customer is responsible for obtaining permits that may perhaps be needed, e.g. from building authorities.
- e. The place of jurisdiction for customers who are merchants entered as such in the commercial register is always Munich Regional Court I.
- f. Limelight only concludes contracts of any kind on these conditions, unless agreement to the contrary has been reached in writing.

If a customer provides general terms and conditions of business himself, his conditions only apply if they correspond to Limelight's conditions or are more favourable for Limelight.

- g. If individual provisions of these terms and conditions of business are or become ineffective or if it turns out that there are gaps in them, this does not have any impact on the effectiveness of the rest of the contract.

The ineffective provision shall be replaced by an appropriate alternative that represents the closest possible approximation to the economic objectives planned with the ineffective provision; a gap shall be filled by an arrangement of the kind that the parties would have made if they had considered the point.