

General terms and Conditions of Contract (as of July 2015)

The following terms and conditions of contract shall be provided to the customer by plan-j GmbH, architecturevents, Kleyerstraße 46-48, 60326 Frankfurt, Germany (in the following referred to as plan-j), and they become part of the contractual agreements:

I. Conclusion of contract/payment conditions

1. The contract shall be concluded by mutual signing of the order or in the case of merchants by written confirmation of the contractor. The contract shall also be concluded if the customer makes an advance payment which is accepted as such by plan-j or if plan-j begins with the execution of the contract towards the customer, uncontradicted by the customer.

plan-j shall prepare proper invoicing. The prices listed in the "Agency profile and cost structure" are the basis of the invoicing. The "Agency profile and cost structure" is expressly included in the contract even if it is not attached to the contract as annex in the individual case. In principle, all prices for agency services are quoted strictly net and in the case of an engagement of artists through plan-j plus the artists' social security contribution on artists' fees in the amount of the rate determined by the artists' social security fund and the statutory VAT rate to be paid in the Federal Republic of Germany, even if this had not been agreed upon in the individual case. If VAT must be paid to another governmental organization plan-j has the right to claim payment of this tax. A discount will not be granted. The total amount shall be payable, unless otherwise agreed, without deductions according to section 1.12 of the "Agency profile and cost structure". Compensation of the actually incurred increase or decrease in costs shall be paid together with the final invoice.

Travel costs shall be invoiced in accordance with section 1.8 of the "Agency profile and cost structure".

2. All costs and expenses which are not to be borne by plan-j according to the service description shall be invoiced according to the expense incurred in compliance with the "Agency profile and cost structure".
3. All services which are not included in the service description shall additionally be compensated by the customer even if plan-j does not make use of third-party services but has the respective service rendered by their own employees. plan-j shall be entitled to carry out works which plan-j may subcontract to third parties in the name and for the account of the customer by their own employees and to invoice these works separately to the customer.
4. In the case of default of payment, plan-j shall be entitled to charge reminder fees and customary bank default interest.
5. Possibly incurred GEMA fees as well as energy, water, and waste costs and the costs for a sufficient third party liability insurance for events as well as a cancellation-of-events insurance and/or an electronic equipment insurance shall be borne by the customer.

II. Cost framework/budget

1. The cost framework is estimated without binding effect.
2. In the case that the estimated costs should be exceeded by more than 20 % the customer is entitled to terminate the contract.
3. plan-j is obliged to immediately notify the contractual partner if the cost framework is exceeded by more than 20 %, informing him about the right of termination, the notice period, and the consequences if the notice period expires without notice being given, as soon as the additional costs are foreseeable. In this letter plan-j shall also inform the customer about the amount by which the cost framework is expected to be exceeded.
4. If the contractual partner does not exercise his right of termination within three weeks from the receipt of the notification, the additional costs shall be deemed to be accepted to the extent that the original cost framework is not exceeded by more than 40 %. If the right of termination is exercised by the customer, the customer shall not have any claims against plan-j, unless provided otherwise in mandatory legal regulations or in the agreements of this contract. If the original cost framework is exceeded by more than 40 %, plan-j has the right to terminate the contract and the customer shall not have any claims against plan-j due to this, unless provided otherwise in mandatory legal regulations or in the agreements of this contract. If both contracting parties do not terminate the contract a new agreement must be made which includes an appropriate increase of the remuneration of plan-j.
5. plan-j shall be entitled to take the agreed remuneration from the budget beforehand, to the extent that it is due according to the payment schedule, even in the case that the budget should be depleted by this.
6. Services which are not included in the service description will only be carried out or commissioned by plan-j after prior consultation with the

customer if the individual service exceeds a cost amount of 10 % of the cost framework.

7. In the case that this service must be rendered immediately for the execution of this contract and a prior consultation with the customer is not possible, plan-j shall be entitled to render or commission the service before consultation with the customer insofar as the cost framework is not exceeded by more than 20 %. In such a case, plan-j is obliged to immediately inform the customer subsequently.
8. In the case that the budget is prematurely depleted or that it becomes apparent that the cost framework will be exceeded, plan-j shall inform the customer. After receipt of the information the customer is obliged to immediately pay the required amount to the extent that this amount does not exceed the cost framework by more than 20 %. If the customer agrees to the fact that the cost framework is exceeded by more than 20 % or if the respective approval is deemed to be granted the required additional amount shall be paid by the customer immediately after the consent has been granted or after the assumption of approval has become effective.

III. Execution/organization

1. The planning and construction of exhibition stands shall be carried out on the basis of the service description which is attached to the contract taking into account the German Construction Tendering and Contract Regulations, part B, General conditions of contract for the execution of building works (VOB/B [*Vergabe und Vertragsordnung für Bauleistungen, Teil B, Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen*]) even if the VOB/B is not attached to the contract in the individual case.
2. The realisation and organisation of the event shall be carried out on the basis of the following concept. Substantial changes shall be agreed upon with the customer.
3. plan-j is free to organise the programme and the performances in accordance with the agreed schedule. plan-j is not subject to the artistic instructions of a third party.
4. plan-j shall be entitled to change the agreed services, including a programme (e.g. in the case of absence of planned artists), and to change the supply of food and drinks to the extent that the value of the originally agreed service is not adversely changed.
5. If the exhibition and/or event rooms are provided or booked by the customer the employees and commissioned persons of plan-j shall be granted access to the locations for the set-up of exhibition stands and stage constructions, the installation of lighting and sound technology as well as rehearsals on stage on the set-up, dismantling, and event days. Dismantling shall begin immediately after termination of the event. All event and room costs, such as energy, rental fee for the premises, supervisory staff, technological equipment in the room, fire service, emergency medical care, etc., shall directly be billed to the customer. Artists' dressing rooms shall be made available to a sufficient extent.
6. The conclusion of all contracts which are necessary for the execution of this contract shall be made in the name and on behalf of the customer. plan-j shall hereby be authorized by the customer to conclude all contracts in the name and on behalf of the customer which are necessary or at least useful for the execution and fulfilment of this contract. plan-j is authorized to give instructions in the interest and in the name of the customer towards suppliers which were commissioned by the customer to render services for the event.
7. Objects of the customer (give-aways, banners, exhibits, technology, etc.) always travel at the cost and risk of the customer. Unless specifically agreed upon, plan-j shall arrange for the shipment at its own discretion without being responsible for a special packaging or the cheapest and/or fastest way. Objects of the customer which are necessary for plan-j to provide the services must be delivered to plan-j or to the place indicated by plan-j, freight prepaid, at the agreed date. The return shipment of these objects will be made freight forward ex point of use. plan-j is entitled but not obliged to take out transport insurance, the costs of which shall be borne by the customer. plan-j shall be informed about any possible transport damage. Upon request, possible claims against the transportation company shall be assigned to the customer.
8. plan-j shall keep documents of the customer provided within the framework of the order for the duration of six months. If original documents (construction plans, CAD plans, exhibition stand designs, slides, floppy disks, memory chips, CD-ROMs, DVDs, Blu-rays and so on) are provided the customer shall be obliged to make duplicates. plan-j does not assume any liability for documents of the customer which are not demanded back within one month after termination of the order.

IV. Withdrawal and impossibility

1. If the execution of the event is frustrated for reasons for which the customer is responsible, plan-j retains the entitlement to the agreed remuneration. However, plan-j shall allow deduction of the amount which it saves due to the exemption from the obligation to render the service or the amount which it gains or maliciously omits to gain by using its labour otherwise.
In the case of open-air events the customer shall bear the weather risk.
2. plan-j has the right to shorten or cancel the event in the case of force majeure (e.g. thunderstorms, storm, hail) and due to special occurrences (war, terror, strike, official orders, etc.). If plan-j or its commissioned third parties do not perform the contractual service due to force majeure or special occurrences all claims arising from this contract shall lapse. In these cases plan-j retains the entitlement to those parts of the remuneration which already became due as well as to the verifiably incurred third-party costs according to the payment schedule. For services of plan-j which were provided after payment of the last due instalment according to the payment schedule, plan-j shall have a claim for a portion of the remuneration corresponding to this service.
3. The customer has the right to withdraw from the contract at any time.
The receipt of the written declaration of withdrawal by plan-j shall be decisive. The customer has the right to withdraw from contract by written notification until the day of the event.
4. If the customer withdraws from the contract, plan-j has the right to demand adequate compensation for the arrangements made, including lost profits and expenses. Instead of the specific calculation of the compensation for the withdrawal, plan-j has the right to assert the following flat rate claim for withdrawal fees taking into consideration the usually saved expenses. The flat rate withdrawal costs are:
 - up to three months before the beginning of the event 30 % of the agreed remuneration
 - up to one month before the beginning of the event 60 % of the agreed remuneration
 - from one month before the beginning of the event 90 % of the agreed remunerationThe calculation basis shall be the remuneration agreed upon with the customer plus turnover tax less the expenses saved (travel expenses, overnight accommodation, board, etc.). The customer is entitled to provide evidence that in connection with the withdrawal no costs or lower costs were incurred than those indicated by plan-j in the flat rate amount. Furthermore, in the case of withdrawal by the customer, plan-j is entitled to claim all third-party costs, cancellation fees, etc. incurred in connection with the contract at the date of withdrawal.

V. Liability/Insurance

1. plan-j shall only be liable for personal injuries or property damage caused by the employees or commissioned parties of plan-j in the case of negligent or wilful action unless provided otherwise in mandatory legal regulations.
2. The operational and personal risk for the proper execution of the event as well as the full liability for the security of the commissioned parties and the owned and rented equipment of plan-j shall be borne by the customer. plan-j does not assume any liability for damage of any kind caused by the visitors. Losses, breakage of glass, and possible costs arising from a damage of the premises, the rooms, or underground lines due to the set-up of stages, exhibition stands, tents, etc. shall be borne by the customer. The same shall apply if equipment rented by plan-j is damaged. The customer is obliged to take out a sufficient third party liability insurance for events and to provide evidence for this upon request of plan-j.
3. If as part of the event the possibility to participate in sports activities, competitions, etc. (e.g. canyoning, river rafting, bungee jumping, kite surfing, diving, carting, skeet shooting, etc.) is offered, the participants will be informed about the usual risks arising from the very nature of the activity. The participation in these activities is at the participant's own risk. plan-j and the service providers involved are only liable in that they do not intentionally or seriously increase the inherent risk of the activity.
4. In the case of culpable non-performance of the contract or in the case of culpable breach of contract, plan-j shall only be liable up to a maximum amount which corresponds to the agreed remuneration. The assertion of further claims for damages against plan-j is thus excluded. In the case of a culpable breach of contract by the customer, plan-j is not obliged to execute the event.

5. plan-j shall examine, at its sole responsibility, the legal admissibility as well as the professional and artistic tenability of the measures developed by plan-j exercising the due diligence of prudent businessman. As a general rule, the assumption of a liability is excluded if plan-j implements the measures on instruction of the customer in spite of expressed concerns. In this case the customer shall exempt plan-j from the rights of any third party which are asserted against plan-j due to this.
6. Insofar as plan-j concludes contracts with third parties in the name of the customer in performance of this contract, the activity according to the order shall be limited to the selection of the respective contractual partner and the conclusion of the respective contract while maintaining the limits imposed by this contract. plan-j is in particular not obliged to control the execution of those contracts itself. Any third party commissioned in this way by plan-j are not vicarious agents of plan-j in the relation between plan-j and the customer.

VI. Secrecy/copyrights

1. Both contracting parties commit themselves to not giving information to a third party concerning the agreed remuneration. The contracting parties allow each other to issue press releases. Upon request, plan-j shall be mentioned by name as originator and performing agency in publications.
2. The outlined ideas and concepts, outlines, logos, claims, image retouchings, and other individual creations shall remain the intellectual property of plan-j. The customer acknowledges the unlimited copyright concerning all construction plans, CAD plans, exhibition stand designs, concepts, designs, graphics, ideas, drawings, and all other documents mentioned by plan-j or prepared by its commissioned parties. The rights of use are not transferred to the customer even in the case of payment of a remuneration. The use of the concepts and designs by the customer is only permitted within the framework of the contractually agreed purposes, the agreed period of time, and the defined scope of application. The production of copies requires the explicit prior consent of plan-j. The customer is not allowed to make the content of the concept, in whole or in part, available to a third party.
3. Videos and photos of events are protected by copyright for plan-j. Their use by the customer is only possible after the prior consent of plan-j and against payment of an agreed license fee.
4. plan-j has the right to document the production on picture and sound carriers of every kind and to distribute or publish all photos, video, and film recordings arising from the contractual relationship as well as other technical reproductions for the purposes of self-advertising or for editorial purposes, without restrictions of the spatial, material, and temporal scope of application. plan-j reserves the right of objection concerning any use and distribution of picture and sound carriers of every kind by the customer or a third party which exceeds the contractually agreed use and distribution.

VII. Final provisions

1. Should individual or several provisions of the contract be or become invalid, this shall not affect the remaining provisions of the contract. The contracting parties shall replace the invalid provision by a valid provision which corresponds to the economic intent and purpose of the contract.
2. Oral collateral agreements shall be considered as not being made. Changes and amendments of the contract require the written form.
3. This agreement and the entire legal relationship between the contracting parties are subject to the law of the Federal Republic of Germany.
4. Exclusive jurisdiction for all disputes which are directly or indirectly connected with this contract shall be the local court or the regional court of Frankfurt am Main - to the extent permissible - irrespective of which one of the two contracting parties files an action.