

General Terms and Conditions of FVA GmbH for Events in the FVA GmbH Conference and Seminar Rooms at Parking 6, 85748 Garching bei München

Art. 1 Scope of Application

(1) These general terms and conditions apply to any contractual and business relationships concerning the rental use of FVA GmbH conference and seminar rooms for events and also any pertaining additional supplies and services between FVA GmbH and the contracting partner (hereinafter "the Client").

Art. 2 Conclusion of Contract

(1) FVA GmbH offers are binding, unless otherwise specified. FVA GmbH is committed to be bound by the offer for a period of 10 days as of the offer date.
(2) The contract becomes effective upon written acceptance by the Client within the period set.

Art. 3 Reletting and Subletting

(1) It is not allowed to relet or sublet the rooms, areas, equipment and other items provided or to hold sales or similar events.

Art. 4 Cooperation duties. Event Duration and Execution

(1) Event setup, execution and dismantling must be coordinated with FVA GmbH.
(2) The use of nails, dowels, and adhesives on walls and floors is not permitted.
(3) It is the responsibility of the Client to ensure public safety in the rented rooms for the entire duration of the rental period (concept of *Verkehrssicherungspflicht* under German law).
(4) The Client shall treat the rooms with diligent care. In the event that the Client leaves the rooms dirty beyond the level of normal use, FVA GmbH is entitled to charge for any expenses incurred for cleaning or renovating the rooms.

Art. 5 Own Food and Beverages

(1) The Client may provide visitors and participants with food and drinks from his chosen catering company.

Art. 6 Use of Wireless Internet

(1) FVA GmbH provides Internet access via WLAN in the event area. WLAN access is provided to guests free of charge, without guarantee of a specific bandwidth or continuous transmission. WLAN usage is a courtesy service provided by FVA GmbH and may be discontinued at any time.

Art. 7 Loss/Damage of Items brought to the Premises

(1) FVA GmbH has no duty to keep an eye on or store items brought to the premises, including exhibits, technical equipment of the Client or personal belongings.
(2) Items brought to the premises must be removed after the end of the event without undue delay. If the Client does not comply with this obligation, FVA GmbH shall be entitled to remove and store items on behalf of and for the account of the Client.

Art. 8 Remuneration and Terms of Payment

(1) The amount owed by the Client for FVA GmbH's services is shown in detail in the contract.
(2) The remuneration shall also be paid in full if the Client does not use a reserved area without invoking its right to withdrawal provided for in Art. 9 of these terms and conditions.
(3) FVA GmbH invoices are payable within 10 days of receipt. Payment shall be made without deductions or discounts.

Art. 9 Withdrawal by the Client

(1) The Client has the right to withdraw from the contract. If the Client withdraws from the contract, it must pay the following prorated amounts owed for the rooms:

- cancellation between six and four weeks before the start of the rental period: 20 %
- cancellation between four weeks and one week before the start of the rental period: 50 %
- cancellation less than one week before the start of the rental period: 80 %

(2) This does not affect the right to withdraw for cause.

Art. 10 Withdrawal by FVA GmbH

(1) In the event that the Client is in default with respect to its duties owed, including in particular prepayment, FVA GmbH may withdraw from the contract and claim damages for non-fulfilment upon expiry of a reasonable grace period set by FVA GmbH.

(2) Furthermore, FVA GmbH is entitled to withdraw from the contract for cause, if, e.g.:

- force majeure makes it permanently impossible to perform the contract;
- events are booked with misleading or false information about material facts, e.g. regarding the customer, participants or type of event;
- provisions of fire-prevention laws or other legal provisions are not adhered to; or
- premises are relet or sublet without authorisation.

Art. 11 Client's Liability for Damage

(1) The Client shall be liable for any damage to buildings, rooms and inventory caused by participants or visitors of the event, staff, other third parties attributable to its sphere or by itself. FVA GmbH does not have to provide proof of fault.

Art. 12 Liability by FVA GmbH for Defects in the Rental Facilities

(1) FVA GmbH shall only be liable for defects in the rental facilities in the event of intent or gross negligence or in the case of failure to comply with a

fundamental condition of contract or an express guarantee undertaking.

Art. 13 Miscellaneous

(1) FVA GmbH shall use any aspects of the respective business that come to their notice only for the purpose of the contract and shall not make them accessible to a third party unless doing so is required to implement the contract. This obligation shall continue to apply also beyond the present cooperation.

(2) The Client is hereby informed that FVA GmbH collects and stores its data in the scope required to implement the contract and on the bases of the applicable data protection rules.

(3) FVA GmbH is entitled to name the Client as a reference customer.

Art. 14 Place of Jurisdiction and Applicable Law

(1) The legal relationship between the contracting parties out of or in connection with the contract shall be governed by the law of the Federal Republic of Germany. The place of jurisdiction for disputes out of or in connection with the contract shall be the registered office in Germany, Frankfurt am Main. If a provision of this contract is or becomes ineffective or unenforceable, in whole or in part, this shall not affect the remaining contract as such. Any ineffective or unenforceable provision shall be deemed replaced with retroactive effect by an effective provision the parties would have agreed on under economic aspects if they had been aware of the ineffective or unenforceable nature of the provision when concluding the contract. The same rules apply to any gaps in the contract.

Frankfurt, 01 December 2016