

General Terms and Conditions of 1314 PRODUCTIONS GmbH

I. General information

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts concluded with 1314 PRODUCTIONS GmbH, Silvio-Meier-Straße 5, 10247 Berlin (hereinafter referred to as "we" or "us").

Our services cover the following areas: events, concerts, tours, trade fairs, etc. (hereinafter also referred to individually as "event" and collectively as "events"). We provide services ranging from preparatory planning stage, personnel services and set and scenery construction to the operational implementation of events.

We specialize, in particular, in supporting artists in the planning and execution of tours. Our services include tour planning, tour management, production management and stage management.

To the extent that we provide personnel for events, this is not done directly by us, but by agencies that have the necessary licenses to provide employees pursuant to Section 1 (1) of the German Personnel Leasing Act (AÜG).

Our services do not include the organization of events for clients in our own name and for our own account, assuming the role of an organizer.

II. Conclusion of contract

Our offers sent to you are not yet legally binding. They constitute a so-called invitatio ad offerendum.

An offer signed by you and returned to us constitutes a binding offer. The contract with us will be concluded if we either return your offer countersigned or do not declare the rejection of your offer within three (3) business days.

We reserve the right to replace service modules with alternatives and/or to modify them, provided this is reasonable for you as the client and the result of the service differs only insignificantly from the agreed result.

If an agreed service is not available, we will inform you immediately and refund any advance payment already made.

You agree that all communication - in particular the delivery of the invoice, changes and extensions to orders as well as declarations of acceptance - may be made in electronic form, e.g., by e-mail or messenger service, unless the written form is required by law (e.g. termination notices).

III. Event marketing contracts

If a contract includes the provision of event marketing services - especially social media services - it constitutes a service contract according to § 611 German Civil Code (BGB). In this case, we owe you the agreed service, but not a specific outcome, unless otherwise agreed with you.

We are obliged to provide the services at the times specified therein. If no specific times are stated, our services shall be provided on business days between 10:00 am and 6:00 pm.

IV. Subsequent amendments to services

If you want us to subsequently amend services specified in the order, we will consider requests for changes favorably and make the implementation of the desired changes subject to separate remuneration but cannot generally promise to implement such requested amendments.

As far as requested amendments jeopardize the adherence to deadlines, we may demand a reasonable postponement of the deadlines.

We shall assert such claims for amendments and/or increases within a reasonable period of time. They shall be deemed accepted if you do not object in text form within two (2) weeks.

V. Dates, default, time of provision of services

We always endeavor to adhere to agreed deadlines. We will only be able to meet the deadlines if you provide all necessary works and documents in full by the agreed deadlines and comply with your obligations to cooperate (see Section VI.). Non-compliance with agreed deadlines, unless the provision of services shall expressly be at a fixed date, shall only entitle you to assert your statutory rights if you have granted us a reasonable period for subsequent fulfilment of at least fourteen (14) days. The period begins upon receipt of a reminder letter by us.

Any delays caused by you by providing incorrect, incomplete and/or subsequently amended information and/or specifications and/or documents, and any increase in costs resulting therefrom, shall be borne by you and shall not constitute default or damage caused by default.

Even in cases of provision of services at a fixed date, we shall only be liable for default in the event of intent or gross negligence to the extent provided for in Section X. In this respect, liability for force majeure, strike, lockout, war, riot as well as substantial disruption of business for which we are not responsible shall be excluded. In these cases, agreed deadlines shall be postponed by the duration of the disruptions in the provision of services caused by these circumstances plus a reasonable period of grace. If the fulfilment of an order is delayed for reasons for which you are responsible, we are entitled to demand an adjustment of the agreed remuneration.

If you have selected third parties involved in the provision of services, we shall not be liable for the omissions and bad or non-fulfilment of these third parties.

You shall bear the costs for shipping, insurance, packaging, and other ancillary costs in the amount agreed upon in each individual case.

VI. Obligations to cooperate and provide materials

1. You shall perform the obligations of cooperation and provision agreed upon in individual cases as an essential contractual obligation in the required quality and by the agreed deadlines. Obligations for acceptance and inspection must always be fulfilled by you without delay to avoid delays in our provision of services.

If necessary, you shall be obliged to name a contact person who shall represent you in a legally effective manner in all matters concerning the subject of the contract.

If you provide us with materials (e.g., data, business information, logos, graphics, photos, film material, music, etc.) for the provision of our services, this shall be done free of third-party rights and you guarantee that the information is correct and complete and that the use, editing, and redesign are permitted within the scope of the provision of our services. We are not obliged to investigate whether this is the case.

2. In the case of personnel leasing, the terms and conditions of the agency commissioned by us shall apply. You will be given the opportunity to take note of them in a suitable form (e.g., link to the terms and conditions, electronic provision, etc.) before submitting your offer. However, the following shall apply regardless of these terms and conditions:

- You must provide us with all relevant details of your event that may affect the activities of the personnel at the latest when submitting your offer. If you fail to do so and, in particular, if you fail to disclose the political, erotic/pornographic or religious nature of the event, or if you fail to disclose the obligation to wear uniforms, costumes or provocative clothing, we shall be entitled to terminate the contract or part of the contract (if other services have been agreed in addition to the provision of personnel) without notice. The termination can be given orally on site. In the event of such termination, you shall compensate us for the resulting damage, which shall correspond to a lump sum of 100% of the remuneration associated with the service. We reserve the right to claim further damages.
- You must comply with all applicable health and safety laws and regulations, as well as any governmental requirements for the protection of personnel.
- To enable personnel to perform their duties in accordance with the contract, you must provide them with the necessary access authorizations (e.g., crew passes) in a timely manner.
- If a daily rate has been agreed upon in a contract, the agreed daily rate must nevertheless be paid if the personnel is used for a shorter period than agreed with you. However, this does not apply if this is our fault, or the fault of the personnel provided.
- The working time begins with the arrival of the personnel at the event location at the agreed time. Any preparation time required shall be counted towards the working time.
- Unless otherwise agreed in a contract, the provisions set out in Section VIII. below and alternatively, the statutory provisions shall apply to travel to and from the venue and any necessary accommodation and catering.

3. Acceptance (for work services)

If a service provided by us consists of us undertaking to produce a specific work and to receive remuneration from you for this ("work contract"), the following shall apply:

Acceptance shall be declared immediately, but at the latest within five (5) days of submission of the work or a partial work/draft. The obligation to accept partial works/drafts is particularly applicable to more complex works (e.g., film works, computer programs, stage shows and stage sets) and for works that are intended for serial production.

A protocol of acceptance shall be drawn up and must be signed by you. Acceptance can also be declared by e-mail or messenger service. If acceptance is not granted because the work/service is not essentially in accordance with the contract, this must be specifically justified in the protocol.

If acceptance does not take place or does not take place on time for reasons for which we are not responsible, acceptance shall nevertheless be deemed to have been granted.

VII. Pricing and deliveries

All prices stated in our offers are in euros and are exclusive of value added tax. Unless otherwise stipulated in individual orders, all invoiced amounts must be paid within fourteen (14) days of the invoice date without any deductions.

The basis for our provision of services is your creditworthiness. If we become aware of negative information about your creditworthiness during the term of the contract and if we consider this jeopardizing our claim to payment or if you fail to pay amounts due in accordance with the contract, we shall be entitled to predicate our further provision of services to advance payments, to demand securities or to terminate an ongoing contract. The latter shall only apply if you fail to make an advance payment or provide sufficient security at our request.

If prices for services are not yet fixed when the contract is concluded (e.g., because quotations must be obtained first or prices for goods are subject to strong fluctuations), we shall be entitled to initially quote estimated prices and then invoice the actual prices. If there are significant deviations (these are prices that are at least 20% higher than the estimated price and thus increase the total price of a contract by more than 15%), you are entitled to terminate the contract. However, services provided by us up to this point in time are to be remunerated.

The statutory provisions shall apply regarding a default in payment.

VIII. Travel expenses

If travel activities are required for the provision of our services, these are generally regulated in the contract. If further travel activities not included in the contract should become necessary, these will be invoiced to you at our discretion in accordance with valid flat tax rates or upon presentation of the receipts.

IX. Claims in case of defects

Our services are free of defects if their condition corresponds to the service description at the time of provision of service or at the time of acceptance and do not show any defects of title for which we are responsible.

Regarding the commercial obligation to inspect and give notice of defects, the statutory provisions (Sections 377, 381 German Commercial Code (HGB)) shall apply. Express reference is made to the applicability of Section 442 (1) s. 2 German Civil Code (BGB).

The period within which you may assert your claims shall be one (1) year from the date of provision of service or date of acceptance.

In the event of defects, you are entitled to claim rectification or replacement delivery at our discretion. You may only demand a reduction in price or withdrawal if you have unsuccessfully set a deadline of at least three (3) weeks to rectify the defect and our attempt to rectify the defect or supply a replacement has failed at least three times. In the event of cancellation, you must combine the aforementioned deadline with the threat of refusal.

X. Liability

We shall be liable, irrespective of the legal basis, without limitation for intent and gross negligence, for damages resulting from injury to life, body, or health, for which the Product Liability Act states a mandatory liability, and in cases where we have assumed a guarantee for the quality of the subject matter of the contract.

We shall only be liable for slight negligence if a cardinal obligation is violated, i.e., an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on and may rely. In these cases liability is limited to the threefold of the contractually agreed remuneration. It shall only extend to such damages that can typically be expected to occur in a contract.

In addition, we are liable within the scope of the statutory provisions as far as these damages are covered by our business liability insurance.

Further claims for damages are excluded.

Your claims for damages, irrespective of the legal basis, come under the statute of limitations after twelve (12) months after the damage has been detected.

XI. Retention of title

If we manufacture goods for you and/or sell them to you, we retain title for all these goods until all claims for remuneration arising from the order have been settled in full. You are not entitled to sell or use, pledge, or assign the goods as security until you have acquired ownership.

XII. Confidentiality

The basis of our cooperation with you is trust. We therefore undertake to always treat your business and trade secrets confidentially. Information about you, your products and services will only be published and/or passed on to third parties on agreed dates. We also oblige our employees and vicarious agents to protect your business and trade secrets in the same way.

XIII. Exclusion of the right to terminate work contracts

The right to freely terminate the work contract pursuant to Section 648 German Civil Code (BGB) shall be excluded if we are obliged to provide an overall service (several services consisting of at least one service component and/or one part of the purchase contract and one element of the work contract). Since such elements are linked for accounting and organizational reasons, they cannot be separated by a free termination.

If you have only concluded a work contract with us within the meaning of Section 631 German Civil Code (BGB), we shall be entitled to the following lump-sum compensation for damages:

- up to 25 days before the start of the event: 10 (ten) % of the order value;
- up to 15 days before the start of the event: 50 (fifty) % of the order value;
- up to 7 days before the start of the event: 80 (eighty) % of the order value;
- thereafter until the start of the event: 100 (one hundred) % of the order value.

We reserve the right to claim higher damages or expenses incurred with regard to the order placed, in particular with respect to work that has already been provided. You reserve the right to prove that less damage or no damage has been incurred.

XIV. Cancellation of service contracts

We give you the right to cancel service contracts under the following conditions:

- from 30 days before the start of the event: 10 (ten) % of the agreed remuneration;
- up to 29 days before the start of the event: 30 (thirty) % of the agreed remuneration;
- up to 15 days before the start of the event: 50 (fifty) % of the agreed remuneration;
- up to 7 days before the start of the event: 80 (eighty) % of the agreed remuneration;
- thereafter up to the start of the event: 100 (one hundred) % of the agreed remuneration.

We reserve the right to claim higher damages or expenses incurred with regard to the order placed, in particular with respect to work that has already been provided. You reserve the right to prove that less damage or no damage has been incurred.

XV. General terms and conditions of clients

Any conflicting general terms and conditions are hereby expressly rejected. They shall only apply if we agree to them in writing.

XVI. Final provisions

If we are not responsible for the withdrawal, you are only entitled to withdraw from this contract with our consent. We are entitled to make the granting of such consent subject to the fact that we charge a reasonable cancellation fee in addition to the remuneration for the services already provided and costs incurred up to this point in time (this also includes payments to third parties to which we have committed ourselves in reliance on the fulfilment of the order). Section XIII. shall apply accordingly.

Should individual provisions of the contract, including these GTC, be invalid for whatever reason, this shall not affect the validity of the remaining provisions. Legally invalid provisions shall be replaced as meaningfully as possible.

German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1988 is excluded.

Exclusive place of jurisdiction for all disputes relating to a contract and/or these GTC is the competent court at our registered office.