



General Terms and Conditions of cpb culturepartner berlin GmbH

§ 1 Scope of Validity

- (1) All orders, deliveries, and services — including follow-up jobs — shall be carried out solely on the basis of these General Terms and Conditions. Deviating Terms and Conditions of a client shall not be part of this contract unless they are expressly acknowledged by *cpb culturepartner berlin GmbH*. The rendering of services by *cpb culturepartner berlin GmbH* shall not be interpreted as acceptance of a client's contractual conditions.

§2 Quotes and Conclusion of Contracts

- (1) Quotes by *cpb culturepartner berlin GmbH* are always non-binding and without obligation, unless otherwise stipulated in writing.
- (2) When quotes are based on submittals by a client, *cpb culturepartner berlin GmbH* shall not be responsible for the validity and accuracy of these submittals, unless their faultiness is not recognized as an act of gross negligence or deliberation.
- (3) Price quotes shall only be valid for undivided orders. *cpb culturepartner berlin GmbH* shall be entitled to perform services in part and to invoice respective charges after service provision. Nevertheless *cpb culturepartner GmbH* must deliver the agreed on services in total.
- (4) Only an order by a client shall constitute a binding offer. *cpb culturepartner berlin GmbH* shall be entitled to accept a given order within 4 weeks of receiving it. All contracts shall become legally valid when an order is confirmed in writing by *cpb culturepartner berlin GmbH*, or at the latest, upon receipt of goods or services. By placing an order the client declares with binding effect the intent to purchase the goods or services concerned.

§ 3 Prices and Terms of Payment

- (1) All prices shall be net prices excluding VAT. For artist bookings through *cpb culturepartner berlin GmbH*, all artist fees are subject to the additional artists' social security contribution fees charged by the Künstlersozialkasse plus the official VAT rate applicable in Germany. Should VAT be charged or should *cpb culturepartner berlin GmbH* have to pay VAT to a government organization in any other context related to an order, *cpb culturepartner berlin GmbH* shall be entitled to receive full compensation for these VAT payments from the client.





- (2) The total - if no other written agreements are made - is to be paid without any deductions:
 - 50% of the total with signing the contract / booking confirmation of services
 - 40% of the total latest 2 weeks until start of services / 1. day of event
 - 10% of the total latest 2 weeks after end / last day of event
- (3) Unless otherwise stipulated, the total amount billed shall be payable without deductions.
- (4) All related expenses not stipulated to be borne by *cpb culturepartner berlin GmbH* in the service description, shall be charged on time and material basis.
- (5) Travel costs and expenses shall be billed according to actual expenditure. All flights shall be booked in economy class, train travel in 2nd class. For automobile travel the invoiceable charge shall be € 0.40 / km.
- (6) All rendered services not included in the service description shall be additionally invoiced to the client even when these services are performed by *cpb culturepartner berlin GmbH* staff instead of third party contractors. *cpb culturepartner berlin GmbH* shall be entitled to perform any task that may be sub-contracted on behalf and for the account of the client using its own staff and to separately invoice these services.
- (7) In case of late payment *cpb culturepartner berlin GmbH* shall be entitled to charge overdue fees plus the standard bank interest rate. Each dunning letter will charge an additional fee of 10,00 €.
- (8) Accruing GEMA fees plus all costs for energy, water and waste-disposal in connection with events booked by a client, as well as all other expenses related to the event shall be borne by the client.

§ 4 Realization and Organization

- (1) The realization and implementation of an event shall be based on the given concept. Substantial changes to this concept shall have to be approved by the client.
- (2) *cpb culturepartner berlin GmbH* shall be free and not bound by instruction in the planning of an event and the included performances according to the stipulated time schedule
- (3) The client and other parties shall not be allowed to record the event on audio or video media, in particular film and video recordings, photographs, and TV broadcasts, without express written consent by *cpb culturepartner berlin GmbH*.





- (4) *cpb culturepartner berlin GmbH* shall be entitled to record an event on all types of audio and video media and to use all media resulting from the contractual relationship, in particular photographs, video and film recordings, as well as all other technical reproductions, for self-advertisement and editorial distribution or publication without any regional, objective or temporal limitations. *cpb culturepartner berlin GmbH's* right to deny a client or a third party the use or distribution of any audio or video recordings of the event which exceed the scope of the contract shall be reserved.
- (5) The contracting parties shall grant each other the right to release press statements. In all public statements *cpb culturepartner berlin GmbH* shall have to be mentioned as the responsible agency.

§ 5 Acceptance and Transfer of Risk

- (1) Upon placing an order the client shall be obligated to accept the ordered goods and services on the agreed date of completion. Plans and concepts shall be considered complete upon handing over to the client.
- (2) Events shall be approved by the client during the final discussion of the program schedule or, if possible, during final rehearsals. Shortcomings shall be remedied and unrendered services be performed by *cpb culturepartner berlin GmbH* as quickly as possible and, if they do not substantially compromise the success of the entire project, they shall not be grounds for the denial of approval by the client.

§ 6 Confidentiality Obligations

- (1) Both contracting parties shall be obligated to not reveal any information regarding the stipulated service fee unless required to do so by law. In the event of infringement by the client, he is required to pay a contractual penalty to *cpb culturepartner berlin GmbH* . (see §11)

§ 7 Intellectual Property

- (1) All contrived ideas and concepts shall remain intellectual property of *cpb culturepartner berlin GmbH*. Any further usage, passing-on to third parties or partial or complete realization which omits *cpb culturepartner berlin GmbH* requires the consent of *cpb culturepartner berlin GmbH*. In the event of infringement by the client, he is required to pay a contractual penalty to *cpb culturepartner berlin GmbH* . (see §11)





§ 8 Impossibility

- (1) Should an event not be held for reasons which lie partially or completely in the client's responsibility, *cpb culturepartner berlin GmbH* shall nonetheless be entitled to the stipulated service fee. However, *cpb culturepartner berlin GmbH* shall take into account all costs not incurred as a result of being freed from the obligation of service. The weather-risk for open-air events shall lie with the client.
- (2) Should an event not take place for reasons which lie outside of either party's responsibility, *cpb culturepartner berlin GmbH* shall be entitled to the part of the fee that has become due according to the payment plan. For services performed by *cpb culturepartner berlin GmbH* after the due date of the most recent installment, *cpb culturepartner berlin GmbH* shall be entitled to a partial fee equivalent to the value of the respective services.

§ 9 Cancellation and Default of Payment

- (1) Termination of the contract shall only be performed in writing. Depending on the date of cancellation prior to the event and before the provision of materials, personnel and transport, the contractee shall pay the following cancellation fee:

Up to 10 weeks prior to the event, at least 40% of the total stipulated fee.

Up to 4 weeks prior to the event, at least 60% of the total stipulated fee.

At any later date, 100% of the total stipulated fee.

Third party subcontractors may have differing cancellation deadlines. These deadlines shall be mentioned in the proposal and by signing the contract the client shall acknowledge them.

- (2) Should the client not meet the payment obligations on time, *cpb culturepartner berlin GmbH* shall set an appropriate payment deadline; after expiration of this deadline without receiving payment *cpb culturepartner berlin GmbH* shall be relieved of its contractual duties while being entitled to compensation for damages due to non-fulfillment of the contract.

§ 10 Liability

- (1) *cpb culturepartner berlin GmbH* shall only be liable for damages in cases of gross negligence or willful misconduct. Liability for losses arising from death, injury or health damage shall remain unaffected by this. The extent of liability shall be limited to those damages characteristic of the type of transaction described in this agreement. These claims shall expire one year after the event is held or, in case of cancellation, two years after the order was placed.





(2) In case of culpable non-fulfillment of contract or culpable breach of contract, *cpb culturepartner berlin GmbH*'s liability for damages shall not exceed the stipulated service fee (agency commission / brokerage). See §10 (7).

(3) In case of culpable breach of contract by the client, *cpb culturepartner berlin GmbH* shall not be required to stage the event. Should certain tasks for an event be performed by the client, he should bear the personal and operational risk for the proper realization as well as the liability for the safety of the assigned agents and used equipment. *cpb culturepartner berlin GmbH* shall assume no liability for damages of any kind caused by visitors to the client's event. Loss, glass breakage and all costs for damages to the premises or underground utilities caused by the installation of exhibition booths, stages, tents, etc., shall be borne by the client.

(4) *cpb culturepartner berlin GmbH* shall only assume liability for personal or material damages caused by its employees, staff or agents in the event of gross negligence or willful misconduct, unless this is opposed by mandatory statutory regulations. Liability for losses arising from death, injury or health damage as well as damages resulting from violations of any constitutive contractual obligation shall remain unaffected by this. The extent of liability shall be limited to those damages characteristic of the type of transaction described in this agreement.

(6) *cpb culturepartner berlin GmbH* shall be responsible to verify with the due diligence of a responsible businessman whether the legal admissibility as well as the professional and artistic tenability of the measures developed by *cpb culturepartner berlin GmbH* is given. Liability shall be excluded in principle if a measure is carried out upon instruction by the contractee (client) despite expressed concerns by *cpb culturepartner berlin GmbH*. In this case the client shall be obligated to keep *cpb culturepartner berlin GmbH* free of third party claims that arise from these actions. The contractee shall be responsible to obtain all required permissions, licenses and permits.

(7) In particular, *cpb culturepartner berlin GmbH* shall not be liable for the capability and motivation as well as shortcomings of the service of third parties and their agents, especially not for the timeliness of service provision by these individuals or other defaults in performance that may occur within the scope of the contractual relationship with this third party. *cpb culturepartner berlin GmbH* shall not be liable for the implementation of a sponsoring concept.

(8) Should *cpb culturepartner berlin GmbH*, in fulfillment of this agreement, contract a third party in the name of the client, the service provided, according to the agreement, shall be limited to the selection of a suitable subcontractor and the conclusion of the respective contract within the limitations set forth in this agreement. In particular, *cpb culturepartner berlin GmbH* shall not be obligated to monitor the fulfillment of such contracts. In the contractual relationship between *cpb culturepartner berlin GmbH* and the client, third parties contracted by *cpb culturepartner berlin GmbH* under above circumstances shall not be agents of *cpb culturepartner berlin GmbH*.





§ 11 Contractual Penalty

- (1) In case of culpable breach of contract by either party, the contractual penalty shall be equal to the service fee / agency commission stipulated in the contract. The right to assert further damages or to bring forth proof that incurred damages were lower than the lump sum defined above shall remain unaffected.

§ 12 Final Provisions

- (1) Should any one provision of this contract be or become void, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid provision in mutual agreement with a legally valid provision that comes closest to the economic objective of this agreement.
- (2) All ancillary oral agreements shall be invalid. Changes and additions to the contract must be in writing to become effective. This concerns as well the changement of this clause.
- (4) The entire legal relationship between the contracting parties, including this agreement, shall be subject to the laws of the Federal Republic of Germany.
- (5) For all disputes arising directly or indirectly from this agreement, the sole venue of jurisdiction for both parties shall be Berlin.

15.März 2013

