

## **GENERAL TERMS AND CONDITIONS Events**

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### **A. Scope of validity**

1. These terms and conditions apply to contracts relating to the rental use of conference, banqueting, convention rooms and other space of Munich Workstyle for events of all kinds as well as all other associated goods and services furnished by Munich Workstyle.
2. Subletting or re-letting of the transferred rooms or spaces, as well as public invitations or other promotional measures for interviews, sales events or similar events require the prior written consent of Munich Workstyle.
3. The customer's terms and conditions are only deemed to be applicable if these have been expressly agreed in writing beforehand.

### **B. Conclusion of the contract, contractual partners, liability, limitation**

1. The contract comes into force upon acceptance of the customer's application by Munich Workstyle.
2. If a third party has made the application on the customer's behalf, they are jointly liable together with the customer for all obligations arising from the event contract.
3. At the latest upon conclusion of the contract, the customer is obliged to inform Munich Workstyle, without being asked, if the event may jeopardize the smooth business operation, the security or the image of Munich Workstyle in the perception of the public due to its political, religious or other nature.
4. Munich Workstyle is liable with the due care and diligence of a prudent businessman with regard to its obligations from this contract. Claims for damages from the customer are excluded. Exceptions to this are any damages arising from injury to life, body or health for which Munich Workstyle is liable, and any damages that are due to an intentional or negligent breach of typical contractual obligations by Munich Workstyle. A breach of obligations by Munich Workstyle is deemed to be equivalent to that of a legal representative or vicarious agent. If defects or deficiencies occur in the services provided by Munich Workstyle, Munich Workstyle will make every effort to take remedial action upon becoming aware of the defects or deficiencies or upon receiving immediate notice of said defects or deficiencies from the customer. The customer is obliged to contribute reasonable assistance in remedying the defect and to mitigate any possible damage. Additionally, the customer is obliged to inform Munich Workstyle in good time if there is any possibility of the occurrence of an extraordinarily high degree of damage.
5. Insofar as a parking space is made available to the customer in the garage or another parking lot, also against remuneration, a safekeeping contract is not deemed to be in place as a result. Munich Workstyle does not have a monitoring obligation. Munich Workstyle is not liable in the event of loss or damage to the vehicle, or the contents thereof, which is parked or positioned on the site of Munich Workstyle, except in the case of intent or gross negligence. The preceding Number 4 items 2 to 4 apply correspondingly. Any damage is to

be reported to Munich Workstyle immediately.

6. Dependent upon knowledge, all claims against Munich Workstyle fundamentally become time-barred one year after commencement of the general statute of limitations of § 199, Para. 1, German Civil Code. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statutory period of limitations does not apply with claims that are based on deliberate or grossly negligent breach of obligation by Munich Workstyle.

### **C. Services, prices, payment, compensation**

1. The customer is obliged to pay the agreed or usual prices of Munich Workstyle for ordered services, and all other utilized services. This also applies to services and outlays of Munich Workstyle to third parties that are caused by the customer, especially also to claims from copyright proprietors and their collecting societies.

2. If a minimum turnover is agreed and this is not attained, Munich Workstyle can demand 60% of the difference amount as lost earnings insofar as the customer does not prove a lower damage amount or Munich Workstyle proves a higher damage amount.

3. If a period of more than four months lapses between conclusion of the contract and occurrence of the event, and if there is a change in the rate of statutory value-added tax, then the prices will be adapted accordingly.

4. Unless otherwise agreed, invoices from Munich Workstyle are to be paid within 10 days of receipt of the invoice. Munich Workstyle is entitled to call in accrued amounts owed at any time and demand immediate payment. In the event of a delay in payment, Munich Workstyle is entitled to demand the respectively applicable statutory default interest. Munich Workstyle retains the right to prove a higher level of damages.

5. A reminder fee of 5.00 Euro is payable to Munich Workstyle for each reminder posted after arrears status has been reached. The customer is entitled to provide evidence that no costs, or substantially lower costs, have been incurred.

6. Munich Workstyle is entitled to demand an appropriate advance payment after the contract comes into force or thereafter. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

7. The Customer may only set-off or reduce a claim from Munich Workstyle with an undisputed or legally binding claim.

### **D. Rescission by the customer (cancellation, annulment)**

1. The written consent of Munich Workstyle is required for the customer to withdraw from the contract concluded with Munich Workstyle without incurring a charge. If this is not given, then in all cases the rental fee for the premises agreed in the contract as well as any services to be provided by third parties are also to be paid, even if the customer does not make use of such contractual services and where further rental is no longer possible. This does not apply in the event of breach of the obligation of Munich Workstyle to take into account the rights, legal interests and other interests of the customer, if as a result adherence to the contract is no longer reasonable or another statutory or contractual rescission right exists.

2. If Munich Workstyle and the Customer have concluded a written agreement with regard to a date for rescission of the contract without incurring a charge, the customer shall be entitled to rescind the contract until that date without validating any claims to payment or compensation from Munich Workstyle. The customer's right of rescission expires if they do

not exercise their right of rescission in writing with respect to Munich Workstyle by the agreed date, insofar as a case does not exist in accordance with §D.1 Item 3.

3. If the customer rescinds between the 5<sup>th</sup> and 4<sup>th</sup> week before the event date, Munich Workstyle is entitled to charge them 35% of the expected lost revenue in addition to the agreed rental price and any services of third parties. If the customer rescinds between the 4<sup>th</sup> and 3<sup>rd</sup> week before the event date, Munich Workstyle is entitled to charge them 50% of the expected lost revenue in addition to the agreed rental price and any services of third parties. If the customer rescinds between the 3<sup>rd</sup> and 2<sup>nd</sup> week before the event date, Munich Workstyle is entitled to charge them 70% of the expected lost revenue in addition to the agreed rental price and any services of third parties. In the event of later rescission, 100% of the expected lost revenue is payable.

5. Where a conference rate has been agreed per participant, if the customer rescinds between the 5<sup>th</sup> and 4<sup>th</sup> week before the event date, Munich Workstyle is entitled to charge them 35% of the conference rate x agreed number of participants. If the customer rescinds between the 4<sup>th</sup> and 3<sup>rd</sup> week before the event date, Munich Workstyle is entitled to charge them 50% of the conference rate x agreed number of participants. If the customer rescinds between the 3<sup>rd</sup> and 2<sup>nd</sup> week before the event date, Munich Workstyle is entitled to charge them 80% of the conference rate x agreed number of participants. In the event of later rescission, 100% of the conference rate x number of participants is payable.

#### **E. Rescindment by Munich Workstyle**

1. If a right of rescission free of charge within a certain period was agreed upon in writing for the customer, Munich Workstyle shall also be entitled to cancel the contract during this period if inquiries from other customers regarding the contractually booked rooms exist and the customer does not waive his right of rescission upon being contacted by Munich Workstyle in this regard.

2. If an agreed advance payment or an advance payment demanded in accordance with §C.7 above is not made, then Munich Workstyle is also entitled to rescind the contract.

3. Furthermore, Munich Workstyle is entitled to withdraw from the contract for materially justifiable cause, for example if:

- Force majeure or other circumstances that are not attributable to Munich Workstyle make it impossible to fulfill the terms of the contract;
- Events are booked using misleading or false representation of major facts, e.g. the customer or purpose;
- Munich Workstyle is reasonably justified in assuming that the event can jeopardize the smooth business operation, the security or the image of Munich Workstyle in the perception of the public, without this being attributable to the sphere of control or organization of Munich Workstyle;
- A breach of §A.2 exists.

4. The customer shall not be entitled to compensation in the event of justified rescission by Munich Workstyle.

#### **F. Changes in the numbers of participants and the time of the event**

1. Munich Workstyle must be informed of an approximate number of participants by 6 weeks before the event to guarantee smooth running of the event.

2. Munich Workstyle must be informed of a reduction by more than 50% in the number of participants at the latest three weeks before commencement of the event; this requires the written consent of Munich Workstyle.

3. The customer must definitively specify the number of participants by 10 working days before commencement of the event. This will also serve as a basis for accounting.
4. If there is an upward change, charges will reflect the actual number of participants.
5. If the number of participants deviates by more than 10%, Munich Workstyle is entitled to exchange the confirmed room reservations where appropriate, unless this is unacceptable to the customer.
6. If the agreed start and end times of the event are changed and Munich Workstyle agrees to this deviation, Munich Workstyle shall be entitled to charge the additional service commitment to the customer insofar as this deviation is not the fault of Munich Workstyle.

#### **G. Bringing of food and beverages**

It is essentially forbidden for the customer to bring food and beverages to events. Exceptions require the written consent of Munich Workplace. In these cases, a contribution to cover overheads will be charged.

#### **H. Technical facilities and connections; official permission**

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does this on behalf of, by authority of, and on the account of the customer. The customer is liable for the careful handling and proper returning of the facilities. They release Munich Workstyle from all claims made by third parties arising from the provision of these facilities.
2. Prior written consent must be obtained for the use of the customer's own electrical equipment to the electrical system of Munich Workstyle; this can be made dependent on the provision of a technician, for which a charge will be made. The customer will be liable for malfunctions or damage to technical systems of Munich Workstyle caused by the use of this equipment, insofar as this is not the fault of Munich Workstyle. Munich Workstyle is entitled to make a flat rate estimate of the electricity costs caused by this use, and to invoice for this where necessary.
3. Upon receiving the consent of Munich Workstyle, the customer is entitled to use their own telephone, fax and data transmission apparatus. Munich Workstyle can request a connection fee for this apparatus.
4. If suitable apparatus belonging to Munich Workstyle remains unused due to the use of the customer's own apparatus, a fee can be charged.
5. Whenever possible, malfunctions to technical and other facilities made available by Munich Workstyle will be rectified immediately. Payments may not be withheld or reduced if Munich Workstyle is not responsible for said malfunctions.
6. Permission of the authorities for the event must be obtained in good time by the customer at their own cost. They bear the responsibility for compliance with public obligations and other regulations.

#### **I. Loss or damage to items brought to the event**

1. The customer shall bear the full risk with respect to any exhibits or other items including personal property brought into the function rooms. Munich Workstyle is not liable for loss, destruction or damage to such items, including economic loss, unless such loss or damage is due to gross negligence or intent on the part of Munich Workstyle. Excluded from this are damages that result from injury to life, body or health. Furthermore, all cases where safe-keeping represents a typical contractual obligation by virtue of the circumstances of the respective case shall be excluded from such disclaimer of liability. Except for those cases named in Item 4, a contract of safe custody must be expressly agreed.

2. Decoration material and other objects brought by the customer must comply with fire regulations and other official stipulations. Munich Workstyle is entitled to demand official verification of this. If such verification is not provided, Munich Workstyle is entitled to have material that has already been brought onto the premises removed at the customer's expense. Due to the possibility of damage, placement and attachment of any items must be agreed with Munich Workstyle in advance.

3. After the end of the event, the installations and other objects that were brought in must be removed immediately. If the customer fails to comply with this, Munich Workstyle may remove and store said items at the customer's expense. If the objects remain in the function room, Munich Workstyle is entitled to levy an appropriate compensation charge for the duration that they remain therein. The customer is at liberty to provide evidence that the aforementioned claim is invalid, or is invalid in the amount demanded.

4. Other objects belonging to event participants that are left behind will only be forwarded at the request, risk and cost of the relevant participant. Munich Workstyle will keep the objects for one month; after this, objects will be passed to the local lost & found office insofar as they have recognizable value.

#### **J. Customer's liability for damage**

1. Insofar as the customer is a company, they are liable for all damage to the building or its inventory that is caused by event participants or visitors, employees, other third parties associated with the customer or the customer themselves. The same applies accordingly if the customer is a legal entity in public law, a party or a union.

2. Munich Workstyle can demand provision of appropriate security from the customer (e.g. deposits, insurance, guarantees).

#### **K. Final provisions**

1. Amendments and additions to the contract, to the acceptance of the application, or to these general terms and conditions for events shall only be effective in the written form. Unilateral amendments and supplements by the customer are not valid.

2. The place of performance and payment is the domicile of the respective Munich Workstyle operation.

3. Exclusive place of jurisdiction – also in the event of check disputes – for all business transactions shall be, at the discretion of Munich Workstyle, either Munich or the domicile of the respective Munich Workstyle operation. The same shall apply, insofar as the customer satisfies the requirements of § 38 Section 1 German Code of Civil Procedure and does not have a general place of jurisdiction in Germany.

4. German law shall apply. Application of the UN Convention on the International Sale of Goods and the conflict of laws is excluded.

5. If individual provisions of these general terms and conditions should be or become ineffective or void, this does not affect the validity of the remaining provisions.