



GENERAL TERMS AND CONDITIONS

of Wilhelm & Willhalm GmbH, Wilhelm & Willhalm event technology GmbH & Co.KG, Wilhelm & Willhalm Nord GmbH & Co.KG and of their associated companies within the meaning of Section 15 of the German Companies Act (AktG) - hereinafter referred to as "W&W" - (revision date: 25.03.2020)

I. GENERAL

I.I Scope of conditions

All services of W&W are subject to these Terms and Conditions. Amendments of the terms and conditions, including the clause requiring the written form, have to be made in writing. Faxes and emails are recognized as written form.

I.II Legal Bases

All contracts of W&W and fulfillment of those are subject to German law. Location for deliveries and payments is Aschheim. Munich is the exclusive place of jurisdiction for all present and future claims from business relations with merchants, including bills and check claims. The same jurisdiction applies if the customer has no general jurisdiction in Germany, domicile and habitual residence moved out of the country after conclusion of the contract, or his domicile or habitual residence is unknown at the time of action.

I.III Terms and Conditions

The W&W concludes contracts of any kind exclusively on the basis of these conditions. This shall also apply to supplements, contract extensions or changes. They also apply to all future business between the parties, even if they are not explicitly included again. Supplementary terms and conditions issued by the client which conflict with or differ from these Terms & Conditions shall not be recognized. However, in case of individual agreements made with the customer, these agreements take priority.

I.IV Offers

Offers of W&W are non-binding, unless otherwise agreed or unless offers contain specific terms of acceptance. Prices are excl. VAT.

I.V Liability

Liability claims are excluded from the W&W as well as against its employees and vicarious agents, if damage was not demonstrably caused intentionally or by gross negligence. The W&W is not liable to merchants for indirect or consequential damages. The liability of W&W is limited to foreseeable damage at the time of contract conclusion. The tenant is responsible for the burden of proof for reason of damage and its sum. The W&W is not liable for items that have arrived at and with the return of the rented item at W&W. The customer will exempt W&W from all costs which may arise through such losses or damage.

I.VI Payment

The W&W is entitled to demand payment in advance or make intermediate accounts and to demand correspondingly appropriate installments. The invoice will be issued as per price list valid at the conclusion of contract, based on the written records of work performed or delivery notes and mileage logs. Invoices shall be due for payment without deduction immediately after receipt.

I.VI.I Offset

The customer is entitled to offset and, if he is a merchant, entitled to withhold or reduce only, if the counter-claims have been legally established or undisputed.

I.VI.II late payment

Without further warning late payment occurs 30 days after the invoice date. In cases of delay in payment, W&W can claim interests of 8% above the base rate of the Deutsche Bundesbank for any outstanding balances. In the event of late payment the W&W is also entitled to prohibit further use of the equipment immediately and to demand the return. This also applies if payments from another rental agreements are outstanding.

I.VII Other language version of the Terms and Conditions

Although the W&W provides a translation of these Terms and Conditions in other languages, only the German version is relevant and legally binding for the customer relationship to W&W. In case of communication problems, translation errors or concept contradictions in the various language versions or in case of disputes concerning the interpretation and application of these conditions, only the German version is to be used.

II. FULL SERVICE

II.I Definition Full Service

Full services are businesses which are being carried out independently and uniformly by W&W. Unless otherwise agreed, these services include the transports of material and human resources. There is no transfer of ownership.

II.II Identifying your Customer Obligations

The customer is obliged to notify of the exact time, the exact place, the exact duration and to provide all relevant information of execution in time in order to allow the W&W a provision of materials, labor and to dispose transportation. All this information is used to specify requirements and confirmation of the order. In case of deviations of the order confirmation a written agreement is necessary. The customer is obliged to make this location available to W&W for the period of contract. If required, the customer shall provide appropriate way and location descriptions. If the customer has asked other service providers that provide services on which the W&W depend in order to perform or coordinate services, or with which W&W could conflict, the customer is obliged to provide W&W with a contact person and contact details. If necessary, the customer has to appoint a project supervisor, able to instruct and coordinate the service provision. The W&W will inform the construction manager and/ or the customer care if such instructions jeopardize or delay the performance or if the performance can take place only at additional costs. Should the customer violate these obligations, the W&W is entitled to take appropriate action and to charge the customer with the increased expense.

II.III Acceptance by the customer

No later than the scheduled date of completion, the customer is to accept the services. The planned date of completion shall be chosen in a way that repair is possible if required. In order to detect defects (or misconceptions) in time and to grant service on time, partial acceptances are to be carried out during service provision. Defects must be recorded in writing and are to be signed by both parties. If there is disagreement about defects, the different views are to be included in the protocol.

II.IV Risk and Liability

The transfer of risk to the customer takes place with the arrival at the venue. The transfer of risk back to the W&W takes place with leaving the event location.

II.IV.II Insurance and claims

The Customer is obliged to be insured adequately for the duration of the event. This insurance includes in particular the risks of destruction, vandalism and loss, for example, by theft or embezzlement. The cost of this insurance shall be borne by the customer. The customer also guarantees that insurance premium is paid on time, so that the insurance cover actually exists. If the insurers demands surveillance, the costs are to be covered by the customer. W&W reserves the right to require proof of such insurance and to make performance dependent on this. The customer assigns any claims under this insurance to W&W. Should the assignment be effectively excluded in the insurance contract, W&W is authorized to make the customer's claim on his own behalf. The customer agrees to report any damage immediately to the insurer so this can be processed. Any case of theft and damage by third parties must be reported to the police by the customer and a corresponding official protocol must be provided to Wilhelm&Willhalm GmbH.

II.V Rights to the content shown, Software

The customer has to acquire any foreign rights and licenses in regards to music, video and image (eg GEMA, license fees, software). The content of any presentation is customer responsibility. For any violation of these rights, the customer has to release Wilhelm&Willhalm GmbH from any claims. Any occurring costs are to be compensated to W&W.

II.VI Supplied Software Backup / Data protection

Supplied software may only be used under the terms of the license holder. The customer is responsible to avoid any misuse by him or his agents. The customer is aware that misuse of the software may result in claims for damage of unlimited amount and therefore excludes W&W from all claims. The customer is solely responsible for sufficient data protection. This applies in particular if supplied or third-party software is installed. Should, however, loss of data occur, W&W shall not be liable in any way.

II.VII third party access

The customer is obliged to immediately, latest within 3 days, inform the W&W if any third party by garnishment, seizure, due to any other or unauthorized rights, asserts rights towards the hire item. The same applies if a third party attempts to gain authorized or unauthorized possession of the items. The customer has to notify the third party immediately about any property of W&W and get a written confirmation of the third party. Unless such actions are caused by Wilhelm& Willhalm GmbH, the customer has to cover the costs of any such action.

II.VIII invoicing, consequences of late payment

The W&W is entitled to charge the order according to the following scheme:

with order:	50%
at start of construction:	30%
prior to the event:	20%.

Invoices are due immediately. In case of late payment, W&W is entitled to suspend the construction until the receipt of payment. Wilhelm&Willhalm can also prohibit or prevent the use of already delivered or installed items. Should this result in delays of fulfilling the contract agreements, this in no way entitles the customer to reduce the price, he is to pay the full order amount. Consequential losses shall be borne by the customer. Likewise, any additional costs and interest.

II.IX Defects during an event

W&W is required to correct any defects immediately if any essential obstacles can be excluded. Obstacles would e.g. be, if correction of a defect is likely to disturb a running event, if there is danger to life and limb or if it can be eliminated only with considerable effort (e.g. obstruction).

II.X Contract Cancellation

Contract cancellation prior to the commencement of service has to be in writing. The date of cancellation is the date on which it is received by W&W. The customer then owes the costs incurred up to that and loss of earnings:

up to four weeks before lease:	10%
up to two weeks before lease:	40%
up to one week before lease:	80%
less than one week before lease:	100%

If any goods were ordered particularly for the customer and William& Willhalm GmbH is unable to return or otherwise dispose of them, the costs are covered by the customer. He also owes any additional costs that are incremental, such as Cancellation fees, freight costs, etc. In case of already ongoing construction, W&W reserves the right to prove greater damage. The same consequences apply, if delivery of service is not possible due to the customers fault.

III. RENTAL (DRY HIRE)

III.I Definition Dry Hire

Dry hires are items that can be hired on a daily basis. Unless otherwise agreed, W&W will provide the requested items for collection during warehouse opening hours. Delivery and pick up can be arranged at cost and risk of the customer. The customer is to ensure that the delivery/ pickup location is accessible.

III.II Warehouse-Opening hours

pick ups:	2pm – 5pm
returns:	9am – 11am

III.III hand over to the customer

The client is obliged to inform the W&W on the intended use of the leased or otherwise yielded goods. At acquisition, before dispatch or before operation, the customer is to verify, that the equipment is complete, not damaged and that it functions properly. The customer



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is to fully test the equipment before operation. The acquisition of the equipment is considered the confirmation of the correct and appropriate state of the equipment. Should the customer wish to take any faulty goods, the defects shall be recorded in a protocol which is to be signed by both parties. If there are different views about the defect, these views are to be recorded in a protocol. If a defect is noticed by the customer after takeover, the customer must report this immediately after detecting the fault. If the customer fails to do so, the state of the object is considered faultless.

III.IV Risk and Liability

The risk shall pass with the takeover by the customer, at the latest by reaching the loading dock. For devices, especially for loss, theft, transportation and use of damage, malicious damage, damage caused by third parties and force majeure, as well as fire and water damage - from the moment of its acquisition until the date of the proper return to W&W.

The customer has the duty to report any occurring damage to Wilhelm & Willhalm immediately. The customer is liable for damage, loss and similar, up to the replacement value of equipment. Claim settlements take place under the terms of W&W. Repair procedures of the customer are only permitted if using original parts and only if agreed by W&W.

III.IV.I Insurance and Claims

The customer ensures that the items are insured sufficiently during rental period. The insurance is to be paid by the customer. The customer also guarantees that insurance premium is paid on time, so that the insurance cover actually exists. If the insurers demands surveillance, the costs are to be covered by the customer.

W&W reserves the right to require proof of such insurance and to make performance dependent on this. The customer assigns any claims under this insurance to W&W. Should the assignment be effectively excluded in the insurance contract, W&W is authorized to make the customer's claim on his own behalf. The customer agrees to report any damage immediately to the insurer so this can be processed. Any case of theft and damage by third parties must be reported to the police by the customer and a corresponding official protocol must be provided to W&W.

III.V Customer obligations during the rental period

The Customer shall treat the rented items with care. He shall eliminate all defects or pay for such removal if the defect was culpably caused by him. As per context of the technical provisions, rental property may be installed, operated and removed only and exclusively by qualified personnel. The customer is responsible for continual compliance with all applicable safety regulations. Technical and optical changes on rented equipment, as well as on accessories should never be made. This applies in particular to stage elements. These may be covered only after arrangement with the hirer. For covering, only sticky tape is to be used; nails, screws or similar must not be used. Adhesive residues must be removed carefully. In case of damage of stage equipment by paint or nail holes, the customer shall be liable to the extent of the price of the relevant part of the stage.

III.VI Supplied Software, Backup / Data protection

Supplied software may only be used under the terms of the license holder. The customer is responsible to avoid any misuse by him or his agents. The customer is aware that misuse of the software may result in claims for damage of unlimited amount and therefore excludes W&W from all claims. The customer is solely responsible for sufficient data protection. This applies in particular if supplied or third-party software is installed. Should, however, loss of data occur, W&W shall not be liable in any way.

III.VII third party access

The customer is obliged to immediately, latest within 3 days, inform the W&W if any third party by garnishment, seizure, due to any other right or unauthorized rights, asserts rights towards the hire item. The same applies if a third party attempts to gain authorized or unauthorized possession of the items. The customer has to notify the third party immediately about any property of W&W and get a written confirmation of the third party. Unless such actions are caused by W&W, the customer has to cover the costs of any such action.

III.VIII Lease

The rental period begins with the date of delivery and ends on the date of return to the warehouse at W&W. Minimum rental is the contractually agreed rental period. The rental fees are calculated only on the full day rates. Saturdays, Sundays, holidays and any part of a day will be charged fully. The rental price will correspond to the pricelist at contract date. The prices quoted here are net prices. The minimum rate for leased equipment is 30.00 €. If the lease is less than 400.00 €, the total has to be paid on delivery or handover.

III.IX Return

The return of the rental takes place at and during opening hours of the warehouse. Items have to be returned complete, orderly, clean and impeccably. With the return of the rental property, W&W do not confirm that these have been handed over free of defects, but reserves the right to review the rented items in detail. If defects in the rented items are found already in return, defects shall be recorded in a protocol which needs to be signed by both parties. In case of disagreement, different views have to be recorded in the protocol.

III.X Late return and failure to return

If the customer doesn't return the rented items on time, he shall be liable for any day a compensation of equal to 2 times the daily rate according to the current price list. W&W reserves the right to assert additional claims for damages, but is committed to keep those as little as possible. If not returned within 30 days after the agreed return time, W&W is entitled to charge the customer the missing item as used equipment. W&W will take into account the accrued rent of the missing item appropriately.

III.XIV Downtime due to defects on return

If equipment returned cannot be used due to a customer's fault, the customer will be charged twice with the equipment's daily rental fee in order to compensate for the downtime. Necessary downtime is the time in which the item is being repaired, replaced or also delivery time for parts that are required to restore the items status so it can be rented again.

III.XII Cancellation of the rental contract

Contract cancellation prior to the commencement of service has to be in writing. The date of cancellation is the date on which it is received by W&W. The customer then owes the costs incurred up to that and loss of earnings:

up to four weeks before lease:	10%
up to two weeks before lease:	40%
up to one week before lease:	80%
less than one week before lease:	100%

If any goods were ordered particularly for the customer and W&W is unable to return or otherwise dispose of them, the costs are covered by the customer. He also owes any additional costs that are incremental, such as cancellation fees, freight costs, etc.. In case of an alternative utilization, the customer owes the difference of the price of the original offer and the price charged for the alternative.

III.XIII Consequences of late payment

The W&W is entitled to refuse the handover of goods if despite agreed payment in advance, the customer can not prove the advance payment. The W&W will then charge the customer for the goods according to the rescission of the lease. This payment is due immediately.

IV. COMMODITY

IV.I Definition

A business that transfers the ownership of an item from one to another. This can also be in form of a dry-hire or a full-service.

IV.II Private customers

Business with private customers is possible only on payment in advance and against collection. Only goods exclusively ordered on behalf of the customer will be delivered.

IV.III Delivery or Pick-up dates

All quoted delivery or pick-up dates are subject to the availability of the goods, unless there is a binding agreement.

IV.IV Reservation of proprietary rights

Wilhelm & Willhalm GmbH will remain owner of the delivered goods until all conditions are complied with. The customer may not avail himself of the merchandise under reservation of title.

IV.V Third party access

The customer is obliged to immediately, latest within 3 days, inform the W&W if any third party by garnishment, seizure, due to any other right or unauthorized rights, asserts rights towards the hire item. The same applies if a third party attempts to gain authorized or unauthorized possession of the items. The customer has to notify the third party immediately about any property of W&W and get a written confirmation of the third party. Unless such actions are caused by W&W, the customer has to cover the costs of any such action.

IV.VI Takeover

The client is obliged to carefully check the goods immediately upon collection or on delivery for defects. Any defects are to be recorded on the delivery note or in a protocol. If no agreement concerning deficiencies exists, description of the respective views should also be recorded in the protocol. The shortcomings protocol is to be signed by both parties. Should the packing be damaged on delivery and in particular if the damage was noticed by a logistics service provider, particular by a logistics service provider, be noted that even the packaging has been damaged, the packing must not be opened. This damage is to document and acceptance should be refused. If the customer still accepts the goods, W&W shall not be liable for any damage caused by transport. Shipping damage must be reported to the W&W upon presentation of the documentation of damages. Defects that could not immediately be detected, even after careful examination, have to be reported to Wilhelm & Willhalm in writing immediately upon discovery.

IV.VII Transfer of risk

The transfer of risk occurs in case of pickup with the handover to the customer and in case of delivery with the handover to the deliverer. Obligations for this delivery are transferred to the deliverer.

IV.VIII Warranty

W&W grants warranty to the extent permitted by law. W&W does not explicitly adapt the manufacturer's warranty.

IV.VIII.I New items

For business customers the statutory warranty period for new items is currently 1 year as from the transfer of risk, and 2 years for consumers.

IV.VIII.II Second-hand items/ used goods

Second hand items are not under warranty, unless the customer is a consumer, in which case the statutory warranty period is 1 year as from the transfer of risk.

IV.VIII.III Complaint about defects

Complaints must be reported to Wilhelm & Willhalm in writing immediately after discovery of the defect. Goods must not be used if the nature of the defect suggests that, in case of operation, hazards or consequential damages cannot be ruled out.

IV.VIII.IV Warranty case

If the goods are defective, if goods lack guaranteed properties or if they become defective within the warranty period due to manufacturing or material problems, W&W will replace or repair the item to the exclusion of other warranty claims. Multiple repairs are allowed.

IV.IX. Withdrawal from the contract

If the customer withdraws from the contract prior to the item handover, he has to explain this in writing. Withdrawal date is the date on which it is received by W&W.

IV.IX.I Goods on stock

If the cancellation is done in time so that the goods were not prepared for shipping yet, no cancellation fees will arise for goods which are the type and quantity in stock. Otherwise,



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cancellation charges will be calculated at a flat rate based on the value of the goods at 5%. If the goods have been shipped or delivered, the customer owes additional shipping costs and the cost of the storage rate of 5% of the value. In this case the customer is to return the goods at his own cost and risk.

IV.IX.II Custom made or specifically for the customer ordered goods

In addition, the customer has to bear the full costs of goods specially ordered for him, if W&W cannot return or otherwise disposed of them. He also owes any additional costs caused by this, such as cancellation fees, freight costs, etc. In case of different utilization, he owes the difference between the price offered to him and the price of the different utilization.

IV.X Delay of acceptance

The Customer is in delay of acceptance if he refuses acceptance of the goods or if he doesn't pick them up within 10 days after notification of supply readiness, unless there was damage through delivery which was flagged up to Wilhelm & Willhalm instantly. In the event of a delay of acceptance, W&W can claim the price of the item nevertheless. If in such case there is late payment, Wilhelm & Willhalm GmbH are entitled to return the goods or to use them otherwise. The customer is liable for costs incurred as well as other costs such as cancellation fees, freight costs, etc., as well as for cost differences between intended and actual use.

IV.XI Consequences of late payment

The W&W is entitled to refuse the handover of goods if despite agreed payment in advance, the customer can not prove the advance payment. The W&W will then charge the customer for the goods according to the withdrawal of the lease. This payment is due immediately.