

General Terms and Conditions

As at: 05.03.08

The following terms and conditions are made available by the event agency pacio GmbH, hereinafter referred to as "pacio", and have to be acknowledged by the customers and contractors. In doing so, the terms and conditions form an integral part of all contractual agreements and business relationships, even if the agency does not act as the main event organizer (as at Jan. 2008).

General

1.1

The "Terms and Conditions" (T&C) below are applicable to all contracts, deliveries and other services. pacio hereby explicitly objects to deviating regulations by the contract partners. Any additional agreements must be in writing. At any time, pacio has the right to change or amend these general terms and conditions, including any additional agreements, within a reasonable notice period. Orders received prior to the effective date will be processed according to the then still valid old general terms and conditions.

1.2

As per § 28 of the federal German data protection law (BDSG), pacio would like to remind you that data, which is necessary within the scope of facilitating business transactions, will be processed and stored by means of an EDP system, in accordance with § 33 (BDSG). Of course, personal data will be handled confidentially.

1.3

Material from the customer, which is required for the creation of the concept, will be used exclusively for pacio concepts. It will be forwarded only to service providers who are involved in the fulfillment of the contract and will not be passed on to third parties.

1.4

pacio makes available the offered service based on their general terms and conditions. Upon using the services of pacio or placing an order, the application of these general terms and conditions are accepted by the customer.

Copyright and User Rights

2.1

The logo and trademarked name is the sole property of the pacio event agency. The right of use of this logo and trademarked name is reserved to the pacio event agency. The mention, usage, use or alienation of the logo / trademarked name requires the express approval of the pacio event agency.

2.2

Any ideas, presentations, project sketches, concepts, plans and layouts generated by pacio are the intellectual property of pacio.

2.3

The concepts generated by pacio are intended exclusively for the contract partner. Editing, utilization, reproduction and commercial processing are subject to the approval of pacio as the originator. The execution of the concepts is reserved solely to pacio.

2.4

Should an order not be placed with pacio, the potential customer is obliged to refrain from using any ideas, proposals, concepts, layouts or texts forwarded within the scope of the cooperation without the explicit permission of pacio.

2.5

Extended use, forwarding to third parties, a partial or complete realization of any ideas, proposals, concepts, layouts or texts forwarded within the scope of the cooperation require the approval of pacio and, in any event, prior consent on adequate compensation.

2.6

pacio has the right to document the production by means of audiovisual equipment. In addition, pacio can process and publish any photos, videos or films as well as any technical reproductions ensuing from the contractual relationship, without any territorial, substantive or temporal limitations.

2.7

The parties to the contract allow each other to publish press releases. Upon request, pacio must be mentioned by name as originator and executing agency.

Terms and Conditions of Payment

3.1

pacio will provide a proper calculation based on the payment schedule.

The prices for agency services are strictly net. The currently applicable Value Added Tax will be added to the net prices.

Unless otherwise agreed, the total amount is payable, without deductions, by bank transfer onto the following business account:

Bayerische Hypo- und Vereinsbank AG 100 208 90 · account number: 610132723 ·
IBAN: DE46100208900610132723 · BIC: HYVEDEMM488

Unless otherwise agreed, the following applies:

50% of the order sum upon conclusion of the contract

30% of the order sum 14 days prior to the beginning of the project

20% of the order sum after finishing the project

3.2

In case of the engagement of artists via the agency, the Artists' Social Welfare Fund contribution for artists' fees as per the rates determined by the Artists' Social Insurance of Germany as well as the statutory VAT payable in Germany becomes due, even if this was not stipulated separately in each individual case. Should VAT or other fees be payable to government organizations, pacio has a claim for refund or a payment claim for these taxes / fees.

3.3

Travel expenses and allowances will be settled at cost. Flights within Europe will be booked in economy class; all other flights will be booked in business class. Railway travel will be in first class. Travel by car will be charged at 0.50 EUR/km.

3.4

Unless otherwise agreed, expenses for communication and secretarial services will be charged at a standard rate (3% of the order sum).

3.5

Possible GEMA fees as well as event-related energy, water and refuse costs will be borne by the customer.

3.6

As shown in the calculation, pacio will charge an agency fee of 15% of the order sum (handling fee) on all external costs, depending on the arrangement.

3.7

All expenditures and expenses of pacio, which do not have to be borne by pacio according to the service description, will be settled at cost.

3.8

All services, which are not specified in the service description, also have to be reimbursed by the customer if pacio does not resort to services by a third party but has the respective service performed by internal employees.

pacio has the right to carry out work, which pacio could allocate to third parties on behalf and for the account of the customer, with the assistance of in-house employees. This work can then be charged separately to the customer.

3.9

In the event of a delay in payment, pacio has the right to charge reminder fees and default interest at customary banking rates.

3.10

If circumstances become known which place the solvency of the customer in doubt, pacio has the right to ask for immediate payment of the entire residual debt and to demand advance payments and securities in a form consistent with standard banking practice.

Performance and Organization

4.1

The basis of each event or part of an event is a concept that has been accepted by the customer, a detailed service description that has been agreed upon with the customer, a budget plan and a valid authorization in the form of a contract or order. These concepts are the basis for the performance and arrangement of an event. Substantial changes will be discussed with the customer and taken down in writing.

4.2

The customer ensures that the exhibition and event rooms are accessible to the employees and representatives of pacio on the setup, removal and event days for the installation of trade stands and the décor, the installation of the lighting and acoustic technology as well as for rehearsals.

4.3

The finalization of the agreements required for the execution of this contract will be carried out on behalf and by order of the customer. pacio is hereby authorized by the customer to conclude all contracts on behalf of the customer, which are necessary or at least advisable for the execution and fulfillment of the contract. pacio is authorized to issue directives in the interest and in the name of the customer to suppliers who have been instructed to provide services for the event.

4.4

If the performance of the event is cancelled completely or partially due to reasons for which the customer can be held responsible, pacio will retain the claim for the agreed fee. However, pacio will allow to be debited for the amounts they save due to the waiver of services and earn or maliciously neglect to earn by using their workforce elsewhere. During open air events, the customer carries the weather risk.

4.5

In case of non-performance of the contract through pacio or their representatives due to illness or force majeure, all claims from this contract will be void. pacio will advise the customer on the background immediately via fax or email and provide proof upon request.

4.6

If the performance of the event is cancelled due to reasons for which none of the contractual partners can be held responsible, pacio will retain the claim for the share of the fee that is due already according to the budget plan. For services that have been provided by pacio after the last rate payable as per budget, pacio is entitled to a share of the fee equal to the service provided.

Liability

5.1

pacio shall be liable only for injuries to persons and damage to objects, which have been caused by employees or representatives of pacio, in the event of malicious intent or gross negligence, unless compulsory legal regulations oppose to it. For financial losses, which have been caused by pacio or employees of pacio, pacio also shall be liable only in the event of malicious intent or gross negligence. In addition, the amount of any claims for damages by the customer is limited to the amount of the order value and / or the consultation fee.

5.2

The operational and personal risk for the proper handling of the event as well as the liability in its entirety for the safety of the representatives and the equipment of pacio rests with the customer. pacio cannot be held liable for damages of any kind that have been caused by visitors. Loss, glass breakage and any possible costs incurred through damage to the premises, rooms or underground pipes caused by the installation of trade stands, catwalks, tents, etc. shall be at the customer's expense.

5.3

In case of a negligent default of the contract or a negligent contract violation, pacio shall only be liable up to the maximum of the agreed fee. Therefore, the assertion of any additional claims for damages against pacio is excluded. In case of a negligent contract violation by the customer, pacio is not obliged to conduct the event.

5.4

In particular, pacio is not liable for the efficiency and willingness to provide services as well as shortcomings in the services of third parties and their representatives. pacio is also not responsible for the timeliness of the services provided by these persons or any other interference in their services that could occur within the scope of the contractual relationships to these third parties. pacio is not liable for the realization of a sponsor concept. The above exclusions of liability apply only if no compulsory legal regulations oppose to it or if the interferences were not caused by malice or gross negligence on the part of pacio.

5.5

pacio has to check the legal acceptance as well as the technical and artistic sustainability of the measures developed independently by you with the diligence of a prudent businessman. Liability is excluded by principle if pacio carries out measures on explicit instruction of the contract partner despite concerns being raised. In this case, the customer has to release pacio from the rights of third parties that are asserted in view of this.

5.6

In case pacio, in fulfillment of the contract, concludes contracts with third parties in the name and on behalf of the customer, the services according to the order are limited to the selection of the relevant contractual partner and the conclusion of the relevant contract as well as observing the limits stipulated in this contract. Particularly, pacio is not obligated to monitor the execution of such contracts.

Other

6.1

Both contracting parties assure that confidentiality is maintained within the scope of the cooperation.

6.2

Both contracting parties undertake not to provide any information on the agreed fee to a third party.

6.3

The waiver by pacio to exercise or enforce a right or provision of these general terms and conditions does not represent a waiver of the right or the respective provision.

6.4

Should these general terms and conditions be translated into a foreign language, the German version of the general terms and conditions applies exclusively in case of language ambiguities.

6.5

These general terms and conditions have been drawn up only as general framework conditions. Additional items will be listed separately upon conclusion of the contract.

Final Provisions

7.1

If an individual provision of the contract is or becomes ineffective, this shall not affect the validity of the other provisions. The contractual parties shall replace the ineffective clause by an effective provision that corresponds to the economic meaning and the purpose of this contract.

7.2

Additional oral agreements are considered as not concluded. Modifications and amendments to this contract must be made in writing.

7.3

This agreement as well as the entire legal relationship between the contractual parties shall be governed by German law.

7.4

Where permissible, the exclusive place of jurisdiction for all disputes, which are connected directly or indirectly to this contract, is the place of fulfillment and jurisdiction of pacio, regardless which of the contractual parties institutes legal proceedings.

Berlin, 2008
Pacio GmbH
Alt-Lichtenrade 57
D-12309 Berlin