

**General Terms and Conditions of AMBION GmbH (AMBION) for Services
Provided by AMBION GmbH to Customers other than Consumers**

§1 SCOPE

- (1) These General Terms and Conditions („GTC“) apply to all business relationships between AMBION and a contract partner of AMBION (a „Customer“) that uses services of AMBION and is a trader (Section 14 BGB [German Civil Code]), a legal person under public law or a special fund under public law (Section 310 (1) BGB).
- (2) Special Terms of Contract of AMBION („STC“) for Sale („STC Sale“) and for Renting („STC Renting“) apply to contracts for sale, for work and materials and for renting. Where they conflict with these GTC, such STC shall take precedence over these GTC. The GTC shall apply supplementally.
- (3) The GTC and STC of AMBION apply to all future business transactions with a Customer exclusively and without repeated notice. The implied inclusion of general terms and conditions of the Customer is excluded.
- (4) The GTC and STC are decisive as regards the interpretation of any offer, agreement or statement on the part of AMBION.
- (5) Where individual agreements or framework agreements with a Customer deviate from the GTC or STC, they shall take precedence over the GTC or STC and shall be decisive as regards the interpretation of higher-ranking agreements with the Customer but the GTC or STC shall not cease to apply otherwise.

§2 CONCLUSION OF CONTRACT

- (1) Any contract shall be based on an offer made by AMBION. Such offers shall as a rule be subject to confirmation. Dates and time limits to which any offer made by AMBION refers shall be integral parts of the offer. A contract shall be concluded when AMBION's offer is accepted by the Customer in due form and in due time. Any declaration of acceptance not made in due time or deviating from the offer shall represent a binding offer on the part of the Customer which AMBION may accept.
- (2) An offer can be accepted only if it was made in writing. Any acceptance shall need to be declared in writing within a reasonable period of time.
- (3) No drawing, illustration, dimension or other data shall become a subject matter or integral part of any contract, unless expressly agreed otherwise.
- (4) No offer, costing or comparable document must be made accessible to any third party without the consent of AMBION.

§3 DEADLINES, DELIVERY PERIODS, PLACE OF PERFORMANCE, IMPAIRMENT OF PERFORMANCE

- (1) Deadlines and places agreed for any performance by the contract partners shall be binding, except as otherwise results from the following. Any change of a period or a place of performance by AMBION shall require the conclusion of a separate agreement. AMBION shall without delay give notice in text form of any delay in performance that is threatening.
- (2) Periods and places of performance form the basis of AMBION's pricing. If the Customer, in a contract, has reserved the right to change a period of performance and/or a place of performance, and if the Customer exercises such right, AMBION shall not be bound to the agreed prices and AMBION shall be released from its obligation to perform, unless an agreement regarding the changed services and the prices for them is concluded within a reasonable period of time. In such a case, AMBION shall be entitled to payment of the agreed remuneration less the expenses which AMBION has saved but at least to payment of fifteen (15) per cent of the price due for the service not to be provided, unless the Customer proves that AMBION has not incurred a disadvantage equal to that amount.

- (3) The delivery period shall be deemed to have been met if until its expiry – in the case of an obligation to dispatch – the delivery item has been handed over to the person in charge of transport or in case of transport by AMBION, has left the warehouse, or in case of shipment ex works, has left the works of the manufacturer or – in the case of an obligation to be performed at the place of the debtor – notice of readiness for dispatch has been given to the Customer.
- (4) AMBION has a right to retain services owed if the Customer is in default of fulfilling obligations resulting from its business relationships with AMBION. Any period for performance by AMBION shall be extended by the period of such right of retention.
- (5) AMBION shall not be responsible for any impediment preventing performance or obstruction of performance caused by a force majeure event. As a consequence of such impediment preventing performance, AMBION shall be released from its obligation to perform, but in the case of obstruction of performance only if the contract is not adjusted within a reasonable period of time. Events equivalent to force majeure events (as far as they concern the agreed services and their framework conditions) include wars and armed conflicts not foreseeable at the time of contract conclusion, terrorism and threat of terrorism, natural disasters and impeding or endangering natural phenomena of considerable extent, strike, lockout, regulatory intervention into the framework conditions of services and services in return for which AMBION is not responsible, health hazards due to pandemics or the outbreak of diseases that are infectious, threaten life or are permanently hazardous to health and against which there is no adequate protection, scarcity of energy or raw materials, transport bottlenecks or obstructions without any fault of AMBION, disruption of business – e.g. caused by fire, water or mechanical breakdown – for which AMBION is not responsible and all other considerable impediments not foreseeable at the time of contract conclusion for which AMBION is not responsible and which cannot be removed with responsible effort.
- (6) The Customer shall bear the risk of unforeseen changes of the framework conditions for services to be provided by AMBION at a place of performance outside of the territory of the Federal Republic of Germany which is not at the same time an AMBION site, even if the possibility of occurrence of such change was foreseeable at the time of contract conclusion.
- (7) AMBION shall not be responsible for delays, faulty performance or non-performance caused by suppliers or other parties owing services to AMBION, where AMBION, at the request of the Customer or the Customer's client, has commissioned the third party to provide sub-services. AMBION shall without delay inform the Customer in text form if, despite proper and adequate coverage at the time of conclusion of the contract with the Customer (so-called congruent coverage), AMBION (for reasons not attributable to AMBION) does not, not correctly or not timely receive supplies or services from a supplier which are required for the provision of the services owed or if a force majeure event occurs the duration of which is considerable with respect to the performance of the contract. AMBION shall be entitled to suspend the delivery/service for the duration of the obstruction or to withdraw from the contract in whole or in part with respect to the part not yet performed, provided that AMBION has fulfilled the abovementioned duty to inform and has not expressly assumed the procurement risk or has provided a performance guarantee. In the event of such withdrawal, AMBION shall be obliged to refund the Customer without delay any and all considerations that no longer are due for services owed by AMBION.
- (8) Should AMBION be in default with the discharge of a main obligation to perform, the Customer shall have the right to withdraw from the contract upon expiry of a reasonable deadline set by the Customer, provided that the service owed was not provided until receipt of the declaration of withdrawal or notice of readiness for dispatch was not

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given before the deadline has expired.

(9) The Customer shall reasonably inspect goods, deliveries of work and materials, rental objects and other tangible services of AMBION for completeness and defects without delay after delivery/production and give notice of any defects found (Section 377 (1) HGB [German Commercial Code]). Otherwise, the goods shall be considered to have been approved, unless the defect is one which was not apparent on inspection (Section 377 (2) HGB). Warranty rights shall be excluded also if a defect becomes apparent at a later time and notice is not given promptly.

§4 SCOPE OF THE SERVICES

(1) AMBION shall not owe any consulting services not expressly agreed and paid for.

(2) In the absence of an express agreement to this effect, AMBION shall not be obliged to check the technical correctness and completeness of any plan, drawing or other document or data handed over at the instance of the Customer for the conceptual designing, planning and/ or provision of any service. This shall not affect AMBION's obligation to give notice of apparent faults.

(3) AMBION shall not be obliged to retain documents of the Customer for more than three (3) months after the time of provision of a service. AMBION shall be obliged to hand over documents provided to AMBION only at the request of the Customer.

(4) Unless otherwise agreed, AMBION shall not be obliged to provide the Customer with conceptual designs and planning documents created or acquired by AMBION, except where this is necessary for the performance of the contract.

§5 CONTACT

At AMBION's request, the Customer shall name a contact available to AMBION who is authorised to represent the Customer. In any case of doubt, other persons whose power of representation is not apparent from a public register shall be deemed not authorised to represent the Customer. The Customer shall not have the authority to give instructions to employees and agents of AMBION.

§6 CUSTOMER'S COLLABORATION

(1) The Customer shall be obliged to provide to AMBION in due time and in suitable form any and all information required for the submission of an offer and for the preparation and provision of the agreed services and to point to peculiarities and risks in connection with the event, the venue and the framework conditions of the service.

(2) The Customer shall warrant the fulfilment of all legal/regulatory and technical framework conditions for the agreed services of AMBION. In the absence of an express agreement to this effect, AMBION shall not be obliged to verify this precondition prior to service provision.

(3) AMBION may refuse performance if the safety and health of AMBION's employees and agents is not guaranteed. With respect to this, it shall be sufficient if legal requirements regarding the protection of this group of people (occupational safety, fire protection, data privacy, protection against threats of terrorism, health protection, protection of personality rights) are not fulfilled or if necessary official permits are not available. This shall also apply if the Customer fails to provide the proofs necessary for this within a reasonable period of time.

(4) The Customer shall warrant the protection of AMBION's property and of other objects, documents, data provided by AMBION in connection with the service owed against theft, destruction, damage and unauthorised access by third parties. In the absence of an express agreement to this effect, AMBION shall not be obliged to ensure this or to assume the

risks associated with this. Section 3 shall apply mutatis mutandis.

§7 SUBCONTRACTORS, POWERS OF REPRESENTATION

(1) AMBION shall be entitled to commission suitable third parties/subcontractors to discharge of its obligations.

(2) Subcontractors and their employees and other agents shall not be authorised to represent AMBION in making or accepting declarations of intent. This shall also apply to AMBION employees, unless AMBION has expressly notified the Customer of their powers of representation or such power is apparent from a public register or conclusively results from other circumstances.

§8 ACCEPTANCE OF SERVICES

(1) AMBION may request the Customer to formally accept services provided even if this has not been agreed.

(2) Services (also subservices) shall be deemed accepted if the Customer uses the service or puts technical equipment into operation.

§9 ABSOLUTE RIGHTS (COPYRIGHTS ETC.)

(1) AMBION shall remain the owner of absolute rights in connection with AMBION's services, in particular copyrights, ancillary copyrights and other industrial property rights. In any case of doubt, rights of use relating thereto are granted only to the extent that is necessary for the purpose of the agreement with the Customer or has been expressly agreed. Any further use shall require the written consent of AMBION.

(2) The limitation of the Customer's rights of use in accordance with Section (1) shall apply mutatis mutandis to partial results and services which AMBION has provided in the context of an existing business relationship to obtain or prepare a contract and which typically become a part of services that the Customer needs (lighting concepts, sound concepts, technical concepts, planning etc.). In the event of unjustified use of such services, AMBION shall be entitled to demand reasonable customary remuneration from the Customer. This shall also apply if the service was changed/adjusted without losing its basic nature.

§10 PRICES, QUOTATION OF PRICES

(1) In any case of doubt, prices quoted in offers regarding deliveries, sale and renting shall be deemed quoted ex warehouse Kassel. They are quoted exclusive of the cost of packaging.

(2) All prices in any offer are quoted exclusive of the statutory value added tax.

(3) For work carried out during night-time hours (10 pm to 6 am), the Customer shall have to pay a night-time surcharge of 25% on the agreed service price, even if not expressly included in the offer. Such night-time surcharge is included in any price offered only if expressly stated in the offer.

(4) Changes of prices by AMBION due to changed conditions of the service shall be admissible if more than four (4) months have passed between contract conclusion and agreed delivery date and the conditions relevant to pricing have changed significantly (e.g. currency fluctuations, percentage change of general and issue-related price indices by more than five per cent (5%)). The change of price request must be made using equitable discretion (Section 315 BGB).

(5) Agreed claims for remuneration of AMBION shall arise upon delivery, provision of a service (also part of a service) or the placing of the goods for disposal and shall be payable without deduction upon receipt of the invoice. AMBION shall be entitled to issue invoices for parts of services provided.

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§ 11 PAYMENT, DEFAULT IN PAYMENT

- (1) In the case of non-cash payment, the time decisive for payment in due time shall be the time at which the amount is credited to AMBION's recipient account, unless the Customer is not responsible for any delay of crediting.
- (2) If the Customer does not specify the reason of a payment made by it, AMBION shall at its equitable discretion set off the amounts against unpaid liabilities of the Customer.
- (3) The Customer shall have a right of set-off or retention only if its counterclaims have been determined without further legal recourse or are not disputed by AMBION. The right to refuse performance in accordance with Section 320 BGB shall remain unaffected.
- (4) If the Customer is in arrears with payments, AMBION shall, upon expiry of a reasonable period of grace, have the right to withdraw from the contract and to demand damages.
- (5) While the Customer is in arrears with payments, AMBION shall be entitled to refuse the provision of own services under the business relationship or to make such provision conditional on advance payments or the provision of financial collateral by the Customer. The same shall apply to the fulfilment of warranty obligations. While the Customer is in arrears with payments, it cannot claim cash discounts or other payment-method-related deductions on AMBION's claims for remuneration.

§ 12 CONSEQUENCES OF WITHDRAWAL OR NOTICE OF TERMINATION

- (1) In the event of (partial) withdrawal from a performance, AMBION shall be entitled to claims in accordance with Section 648 Sentence 2 BGB. As regards the amount of the claim, the presumption of Section (2) shall apply.
- (2) Where the Customer, by contract, by general or special terms and conditions of business or by law, has the right of termination or the right to withdraw from the contract and if the Customer exercises such right, then, in the absence of any agreement to the contrary or any mandatory legal regulation to the contrary, the presumption shall be that AMBION is entitled to compensation for the loss of the agreed remuneration as follows:

- _ after the start of the last calendar day prior to commencement of performance: 100%
- _ after the start of the 3rd calendar day prior to commencement of performance: 90%
- _ after the start of the 20th calendar day prior to commencement of performance: 70%
- _ after the start of the 45th calendar day prior to commencement of performance: 50%
- _ after the start of the 60th calendar day prior to commencement of performance: 30%
- _ after the start of the 90th calendar day prior to commencement of performance: 20%
- _ otherwise: 15%

Commencement of performance is the date on which AMBION starts performance as agreed. For different service types (such as conceptual design and installation, or services for multiple events) for which a claim for remuneration can be determined separately and which follow one another in a temporal sequence, the commencement of performance is the date at which provision of the service starts for the respective service type. Unless otherwise agreed in the contract or in these GTC, the Customer shall owe a lower remuneration if it proves that AMBION only has a lower claim and AMBION may prove and demand a higher remuneration.

- (3) Paragraph 1 shall not apply if the Customer terminates the contract prior to commencement of performance based on circumstances for which AMBION is responsible.
- (4) Paragraph 1 shall apply mutatis mutandis if AMBION terminates the contract based on circumstances for which the Customer is responsible.

§ 13 LIMITATIONS OF LIABILITY (DAMAGES)

- (1) AMBION shall be liable for damage caused by injury to life, body or health of a person caused by wilful or negligent breach of a duty and for other damage caused by wilful or grossly negligent breach of a duty by AMBION or a legal representative or vicarious agent.
- (2) For other damage to property and financial losses, AMBION's liability shall be limited to the typical, foreseeable damage and limited to the amount of cover of AMBION's liability which is € 20,000,00.00 for personal injury, damage to property and for financial losses. It shall be the Customer's responsibility to take out adequate insurance against further risks or to make AMBION aware that the extent of typical, foreseeable damage may exceed the amounts of cover of AMBION's insurance and that the Customer cannot insure itself against these risks. In such a case, AMBION's liability shall be limited to the typical, foreseeable damage and AMBION shall be liable only to the extent that the amount of cover of the insurance is not sufficient for adequate compensation in case of foreseeable damage and no third party has an obligation to pay damages to the Customer.
- (3) AMBION's liability for damage exceeding this shall be excluded.
- (4) If it is agreed that AMBION (and also its vicarious agents/assistants) shall be liable for breach of an obligation based on ordinary negligence, such liability shall be limited to the foreseeable direct average damage typical for the nature of the contract.
- (5) The limitations of liability shall not apply in the case of the mandatory liability under the Produkthaftungsgesetz [German Product Liability Act].

§ 14 REQUIREMENTS OF FORM, GOVERNING LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

- (1) To fulfil the agreed requirement of the written form, it shall also be sufficient to use telefax, email, scans readable with standard software or any other electronic form of agreement or declarations leading to this that can be read and retained in the same way, provided that the issuer is indicated without doubt. Section 127 (2) Sentence 2 BGB shall not be affected by this.
- (2) The business relationships between AMBION and the Customer shall be governed by the law of the Federal Republic of Germany, excluding application of the provisions of the UN Convention on Contracts for the International Sale of Goods. The contract and negotiation language is German.
- (3) The place of jurisdiction for any disputes arising directly or indirectly from the business relationships between AMBION and the Customer shall be the place where AMBION has its seat.
- (4) Should any of the provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions of these GTC. The parties hereto undertake to agree on an admissible provision, as a substitute, that comes as close as possible to the consensual will of the parties.