

**EVENTFUL MANAGEMENT GMBH****TERMS OF SALE AND/OR SUPPLY OF EVENT SERVICES**

- I. Interpretation
  - I.1. In these Terms unless the context otherwise requires:
    - 'EM' means Eventful Management GmbH registered in the High Court of Munich (Registration No.: HRB 135284) with primary business address at Mühlhauser Feld 3, 85664 Hohenlinden, Germany ;
    - 'Client' means the party identified as such in any documentation or to whom Equipment is hired or Services supplied;
    - 'Equipment' means all equipment and each item and part thereof supplied by EM under these Terms;
    - 'Hire' means the supply by EM of Equipment only without other Services;
    - 'Services' means the services or any of them (including supply of any Equipment in connection therewith) which EM is to provide pursuant to these Terms;
    - 'Site' means any location (other than EMs premises) where the Services are to be provided;
    - 'Terms' means the contract between EM and Client for the Hire of Equipment or provision of the Services subject to these terms.
  - I.2. Headings contained in these Terms are for convenience only and shall not affect interpretation.
2. Provision of Services or Equipment
  - 2.1. EM shall provide and Client shall accept the Services or Equipment subject to these Terms, which shall not be varied except in writing signed by EM and which shall govern the contract between the parties to exclusion of any other terms.
  - 2.2. Client acknowledges that it does not rely on any advice or recommendations made on behalf of EM concerning the Services or Equipment, their quality, performance, fitness for purpose, functionality or use unless confirmed by EM in writing.
  - 2.3. Any typographical or clerical error or omission in documents issued by EM may be corrected without liability on part of EM.
3. Orders and Specifications
  - 3.1. An order submitted by Client shall be deemed accepted on receipt by EM unless otherwise notified, and may not be cancelled by Client except with written consent of EM on terms that Client indemnifies EM in full against all loss (including loss of profit), costs and expenses incurred as result of cancellation.

In the event of cancellation:

    - More than 45 days prior to any equipment being delivered or personnel being on site:
      - All costs incurred by EM or its sub contractors to that point including 50% cancellation fees to any personnel who have been contracted at that point
    - 25 – 44 days prior to any equipment being delivered or personnel being on site:
      - All costs incurred by EM or its sub contractors to that point, 25% of the supply or hire of any equipment and 50% cancellation for the supply of personnel
    - 10 – 24 days prior to any equipment being delivered or personnel being on site:
      - All costs incurred by EM or its sub contractors to that point, 50% of the supply or hire of any equipment and 100% cancellation fees to any personnel who have been contracted at that point
    - Less than 10 days prior to any equipment being delivered or personnel being on site:
      - 100% of agreed cost for supply of equipment & personnel
  - 3.2. Equipment or Services to be provided by EM shall be as referred to in EM's quotation or order acknowledgement and Client shall be responsible for ensuring the accuracy or adequacy thereof. Equipment and Services are subject to change without notice to comply with safety or statutory requirements.

#### 4. Price and Payment

- 4.1. Price of Equipment and Services shall be as stated in EM's quotation or order acknowledgement, provided that any extra Equipment or Services subsequently required shall be chargeable in addition. EM reserves the right, by notice given at any time, to increase price to reflect any increase in cost due to any factor beyond control of EM or delay caused by Client, or associated business entities or partners acting for the client
- 4.2. Client shall pay price of Hire or Services (and any VAT as applicable) without deduction within 14 days of date of invoice, notwithstanding that Hire or performance of Services has not then been completed. Time for payment of price shall be of the essence and Client shall have no right of set-off, statutory or otherwise.
- 4.3. If Client fails to pay any sum due then, without prejudice to any other right or remedy, EM may: cancel this contract; suspend provision of Services; remove Equipment from Site; appropriate any payment by Client to such services supplied to Client as EM thinks fit (notwithstanding appropriation by Client); and/or charge interest (before and after judgement) on amount for the time being unpaid at the rate of 2% per month calculated on a daily basis.
- 4.4. EM reserves right at any time to demand payment on account or other security before providing Equipment or Services.

#### 5. Risk and Property

- 5.1. Unless otherwise agreed by EM in writing, the Equipment shall at all times be at the risk of the Client, who shall on request produce to EM evidence of insurance and, in event of its loss or damage, indemnify EM against all loss (including loss of earnings and other consequential loss) EM may incur, any Equipment lost or uneconomic to repair being replaced with new equipment of the same or similar specification.
- 5.2. All Equipment supplied by EM on Hire or in performance of Services is supplied in accordance with these Terms and subject thereto Client shall acquire no right, title, interest or property in nor exercise any lien over the Equipment.
- 5.3. Title to Equipment or to other materials originated by EM (including any copyright or other intellectual property rights of EM in such materials) which are agreed to be sold by EM shall not pass to the Client unless and until EM's price in respect thereof has been paid in full. Until title passes to the Client: (i) the Client shall hold the Equipment or materials as EM's fiduciary agent and bailee and keep Equipment or materials separate from those of Client and third parties and properly stored, protected and insured and identified as EM's property; (ii) Client may resell or use Equipment or materials in the ordinary course of its business but shall account to EM for the proceeds of sale or otherwise of the Equipment or materials, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from monies or property of Client and third parties and, in the case of tangible proceeds, properly stored, protected and insured; (iii) EM may at any time require Client to deliver up the Equipment or materials forthwith and terminate the Client's licence to use any intellectual property rights in the materials and, in default of delivery up, may enter upon any premises where the Equipment or materials are stored and repossess them.

#### 6. Client's Obligations

Client undertakes to EM:

- 6.1. to take all reasonable care of Equipment to ensure its physical safety and security while in the possession or control of the Client or on Site.
- 6.2. to notify EM in writing of any change in Client's address or other contact details.
- 6.3. to procure all necessary licences and permissions are obtained relating to any acts of broadcasting projection, recording, transmission or other communication and the use of live or pre-recorded material for such purpose and to indemnify EM against all loss, damages, costs, and expenses incurred by EM relating to any claim that the use, broadcast, projection, recording, transmission or other communication of any material infringes any copyright, trade mark or, without limitation, other intellectual property rights of any third party or is undertaken without a valid and effective licence or permission from any relevant licensing or other regulatory authority in the territory concerned.
- 6.4. if Client arranges transport, to comply with all laws and regulations governing import of Equipment into country of destination and to pay any duties thereon

AND where Services are to be provided by EM:

- 6.5. to grant EM free access to and to make available such facilities on Site at such times as EM may reasonably require to enable EM to provide the Services.
- 6.6. to take all reasonable precautions on-site to protect the health and safety of EM's employees, agents and subcontractors.

- 6.7. not to permit Equipment to be operated other than by EM personnel nor to open the outer casings of any equipment or otherwise interfere with the Equipment or remove any notices or serial numbers;
  - 6.8. to observe and to procure that its employees and agents observe all rules and regulations for the time being in operation while working in EM's premises AND in the case of a Hire (and until return of Equipment to EM).
  - 6.9. to notify EM forthwith of any repair or maintenance required to Equipment and not to permit such repair or maintenance other than by EM or its agents;
  - 6.10. to ensure Equipment is only used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which Equipment is not designed or reasonably suitable;
  - 6.11. not to modify the Equipment, remove any notices or serial numbers thereon or, unless required for normal operation, open any outer case;
  - 6.12. not to sell, sub-let or otherwise dispose of or part with' Equipment or any interest therein or do or permit to be done any act or thing which may jeopardise EM's rights therein but to keep Equipment in its possession and control free from Tien charge or encumbrance so that Equipment shall at all times remain EM's property and, upon request, to inform EM of location of Equipment and permit or procure for EM or its agents access to inspect or remove Equipment;
  - 6.13. to return Equipment to EM at the end of Hire period in good working condition (fair wear and tear excepted) and in event of its loss or damage to indemnify EM in accordance with Clause 5.1 above.
7. EM's Obligations and Liability
- 7.1. EM shall use its reasonable endeavours to provide the Equipment or Services in all material respects in accordance with these Terms (but subject thereto in such manner as it thinks fit) exercising all reasonable care and skill.
  - 7.2. In the event of any breach of these Terms or negligent act or omission by EM, the remainder of this Clause 7 states EM's entire liability to the Client.
  - 7.3. EM shall have no liability unless Client gives EM reasonable details in writing of its claim within three months of the occurrence of the matter giving rise to the claim and then, subject to the remaining provisions of this Clause 7, EM's liability shall be limited to the price of the Hire or Services. Unless otherwise agreed by EM in writing, all Equipment sold by EM is sold "as is" and no warranty is given as to its performance, functionality, fitness for purpose or that it is of satisfactory quality.
  - 7.4. All implied warranties, conditions or other terms are excluded to fullest extent permitted by law and EM shall not be liable to Client for loss of profit, additional costs of working or consequential loss or damage (whether reasonably foreseeable or not) arising in connection with the Equipment or Services.
  - 7.5. EM shall not be liable to Client by reason of delay or failure in performing any of EM's obligations due to any cause beyond EM's reasonable control including, without limitation, industrial actions or trade disputes.
  - 7.6. Client is advised not to supply EM with original material as, if lost or damaged, EM's liability is limited to the cost of replacing blank material only.
8. Termination
- 8.1. If Client makes any voluntary arrangement with its creditors or has a petition for an administration order presented against it;  
or (being an individual or firm) becomes bankrupt;  
or (being a company) goes into liquidation;  
or if an encumbrancer takes possession or a receiver is appointed of any property or assets of Client; or Client ceases or threatens to cease to carry an business;  
or EM reasonably apprehends that any of the aforesaid is about to occur or Client is in breach of these Terms, then (without prejudice to any other right or remedy) EM may without liability to Client by notice cancel or suspend provision of Services, repossess Equipment and, if any Services or Equipment have been provided but are unpaid, the price shall become immediately due and payable notwithstanding any contrary agreement.
  - 8.2. Upon termination and notwithstanding later acceptance of moneys by EM, Client shall no longer be in possession of Equipment with EMs consent and, without affecting other rights and remedies of EM, Client shall W at its expense forthwith return Equipment to EM and in default EM may without notice repossess Equipment and for this purpose freely enter any premises where Equipment is believed located; and become immediately liable to pay EM all costs and expenses of EM in locating, repossessing and restoring the Equipment, collecting any sums due a obtaining proper performance of Client's obligations under these terms.

**9. General**

- 9.1. If Client is more than one person, their obligations shall be joint and several.
- 9.2. Any notice shall be in writing and sent to the principal place of business of the party concerned or such other address as notified for the purpose.
- 9.3. No waiver of any breach of these Terms shall be a waiver of any subsequent breach of the same or any other provision.
- 9.4. If any provision hereof is invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall be unaffected.
- 9.5. These Terms shall be governed by the laws of Germany and the parties agree to submit to the non-exclusive jurisdiction of the German courts.

*Eventful Management GmbH, Munich - last revision 01.01.2012*

*Company information according to German legal procedures GmbHG §35a:*

*Registered office address: Mühlhauser Feld 3, 85664 Hohenlinden, Germany*

*Company registration number HRB 135 284, registered in the high court of Munich on 24.11.2000*

*Company Directors: Edwin Courts, John Cullen*