

## I. GENERAL

### Article 1 Scope

1. These terms and conditions shall apply to any business relations between the Company Venue Management GmbH, Höpfling 3, 5165 Berndorf (hereinafter also referred to as: "Contractor" or "Venue Management") and their clients (hereinafter also referred to as: "Client" or "Customer"), especially to any contracts regarding the sale and/or supply of moveable goods, hereinafter also referred to as: "Goods"), irrespective of whether those goods have been produced by Venue Management or purchased from suppliers, as well as to contracts regarding the lease of moveable goods.
2. Unless otherwise agreed upon, in respect of any future contracts concluded between the parties, the most recent terms and conditions of Venue Management shall also apply, without the need for a separate agreement on an individual basis.
3. The terms and conditions of Venue Management shall apply exclusively. Any deviating, conflicting or additional terms and conditions of the Client shall only and insofar become part of the contract to the extent that Venue Management has given its express approval. This required approval shall apply in all cases, e.g. even if the Contractor carries out the delivery without reservation, being aware of the Customer's terms and conditions.
4. The legal relationship between Venue Management and the Client shall be governed by (in this order) separate, written agreements with the Client (including collateral agreements, supplements and amendments), insofar as expressly confirmed by Venue Management, the written sale and lease contract, these terms and conditions.
5. The Contractor's employees are not allowed to enter into any verbal collateral agreements or to give any verbal undertakings exceeding the written contract.

### Article 2 Conclusion

1. Any offers by Venue Management are subject to changes and non-binding. This also applies in case that catalogues, technical documentation (e.g. drawings, plans, evaluations, calculations, references to DIN standards), other product descriptions or documents, including in electronic form, had been made available by Venue Management, and in relation to which the Contractor reserves ownership and copyrights.

2. Acceptance by Venue Management shall be in writing, by sending an order confirmation to the Client.
3. The Client is responsible for obtaining any official or other permits. Their grant or omission shall not affect the contract.

### Article 3 Terms of delivery and default in delivery

1. The delivery date shall be specified in the contract; otherwise it shall be in 6 months time. This period shall only start counting after any official authorizations have been obtained.
2. If Venue Management is not able to comply with the terms of delivery, for reasons that Venue Management is not responsible for (e.g. due to the lack of self-supply) or incapacity (unavailability of services), Venue Management shall inform the Client immediately and indicate a new estimated deadline. Should the service also be unavailable at such new date, the Contractor is entitled to withdraw from the contract regarding the scope of services affected. Any consideration already paid by the Customer shall be reimbursed immediately. Any claims arising from such default in delivery are not eligible for the Client.
3. Furthermore, any default in delivery shall be governed by the applicable statutory provisions. The Client is always required to file a reminder notice.

### Article 4 Planning process

1. The Customer shall register the construction of the hall at the local Building Authority or obtain the country-specific approval for the construction of the hall. In Germany, depending on the scheduled assembly period, the following standards and building regulations shall apply:

Permanent constructions with a standing time of more than 3 months according to DIN EN 1991: release from liability or building permit for permanent construction (cf. attachment to the offer). Any statics will be provided by the Contractor for free, unless otherwise provided in the contract.

Temporary constructions with a standing time up to 3 months according to DIN EN 13782: Registration of the construction, using an inspection log book. The inspection log book is available at the Contractor against the payment of a deposit.

Venue Management assumes no liability for this information. The Client shall obtain information from the competent authorities (e.g. architectural or engineering firms or competent Building Authority). The Contractor expressly states that the procedures regarding the approval process may vary according to local authorities. In particular, the permit for soil nailing shall be clarified beforehand.

2. The Customer is responsible for applying for the temporary building or the building permit. The Customer also bears the risk of a missing building permit. While no building permit is granted for the assembly of this lightweight hall, the Customer may, until approval for production of the parts, withdraw from the contract. The refusal of the building authority must be in writing. In case the contract is cancelled for any other reasons, the Customer is charged with cancellation fees in the net amount of 1,500.00 EUR for processing. An order only is placed by the Customer if the Contractor is in possession of the approval according to the offer. From that point, any resulting costs (e.g. for ordered parts) shall be borne by the Customer.
3. The Client is responsible for any inspection and approval fees, audit fees of statics, the fulfilment of additional requirements of the building authority, such as, concrete foundations, fire safety requirements, ram protection, etc. The Client is also responsible for restoring the construction site to its original condition after disassembly (e.g. closing the soil nail holes; separated dowel bolts remain in the soil).
4. The Customer and the competent Building Authority shall check if the selected profile thickness and the resulting snow and wind loads of the hall are permitted for permanent constructions. Any requirements are not included in the offer.

#### Article 5 Delivery, transfer of risks, acceptance, default of acceptance

1. If the contracting parties have agreed on the delivery and the transport of the goods or rented items, delivery is made ex-warehouse, which is also the place of performance. Unless otherwise agreed, the Contractor is entitled to choose the type of shipment (in particular the company, shipping route, packaging). If Venue Management uses own means of transport or undertakes the installation or assembly, the risk is transferred to the Client as soon as the goods are unloaded on site.
2. If the Client is in default of acceptance, fails to cooperate or if the delivery is delayed for any other reasons for which the Client is responsible, Venue Management may

claim for damages resulting thereof, including any additional costs (e.g. storage costs). We may charge a flat-rate compensation in the amount of 0,5 % of the price of the goods or rented items for each month the delivery is delayed, upon request of the Client or for reasons which are attributable to the Client. Both parties remain liable to give evidence for higher or lower damage. Also, the due date for the price or rent shall not be affected.

3. After completion of the hall, an on-site inspection and approval will take place. The Customer shall appoint an authorised signatory to sign the inspection and approval report. If no employee of the Customer entitled or willing to sign the inspection and approval report is present, the inspection and approval of the hall shall be deemed confirmed without signature. If the hall is used before inspection and approval, it shall be deemed inspected and approved, free of defects. Partial inspections and approvals may be agreed but require mutual consent.

#### Article 6 Assembly requirements

1. Project supervisor: The Customer makes sure that a responsible contact person is appointed on site. This contact person shall indicate, without any doubt, before the start of construction (unless otherwise agreed by contract, assembly starts at 8.00 a.m. on the agreed delivery date), the exact location of the hall, to the Contractor's installation personnel and ensure that no underground lines can be damaged at the construction site, e.g. power, gas, water, etc. (according to the type of hall, at least up to 1,40 m below the top border of the bottom, as ground spikes with a length up to 1,35 m will be used). If the Customer fails to comply with this obligation, he shall be held responsible for any damages, including any consequential damages. He already holds the Contractor free from any third party's claims. The positioning of the hall shall be checked beforehand in view of a meaningful integration into the operative business of the Customer as well as with regard to necessary distances to existing buildings and property limits.
2. Access: The Customer is responsible for any access and clearing ways on site. An access for heavy-duty trucks must be guaranteed directly to the construction site. The construction site must be cleared. Also, an assembly space of up to 11 m in a gable wall (depending on the ridge height of the hall) and at least 3 m in the other side walls is required. The construction site shall also be free of snow and ice.
3. Lifting equipment: If the planning/adjustment of the assembly indicates difficult installation conditions (e.g. due to machines installed on the assembly area; unpaved assembly area, other obstacles), specifications for the

- lifting equipment must be adjusted accordingly. Any possibly resulting additional costs shall be borne by the Customer. The entire assembly space and hall area must be completely cleared and accessible by a forklift or suitable for working with a scissor platform. The paved area must be designed so that the hall can be bypassed with a scissor platform. The Customer is also liable for any additional assembly costs due to indoor mounting.
4. Soil: Assembly costs have been calculated based on a normally compacted soil (approx. 50-60 cm, elastic modulus 80-100 MN/sqm in a position-wise compacted construction). If the soil at the construction site indicates concealed concrete foundations, mastic asphalt, rock or extremely high densities (e.g. due to heavy loads or rail traffic), the Customer shall be charged with any additional costs with anchoring works. The required soil compression must be at least 260 kN/sqm. Any compensation and soil sealing measures shall be carried out on site. Cracks under fixed wall elements (trapezoidal sheets/insulating elements) due to soil slopes shall be closed on site, if necessary. Depending on the existing statics, the pull-out forces shall not be less than 2,6 kN. Those pull-out forces may, in each case, be determined by the Customer before the start of the construction works by separately ordered tensile tests. When using concrete as underground, the position of the expansion joints or the selected grid and reinforcement (steel) must be agreed in advance with the Contractor, in order to define the position of the hall.
  5. Slope: The terrain for the assembly of the hall shall be plane or have a regular slope of less than 1,5 %. The terrain shall also be accessible by a forklift, compacted and frostproof. Stronger slopes must be levelled on site before the goods are supplied. Alternatively, suitable compensatory measures must be agreed with the Contractor before the construction of the hall. Any not functional impairments of the construction due to steep slopes (e.g. tilted position of the hall, occurrence of cracks) may not be claimed by the Customer as a defect.
  6. Drainage: Connection of gutters and drainage lines is carried out on site. Channel connections shall have proper dimensions. The Contractor does not take any responsibility for water damages due to backflow in underdimensioned channels. Around the aluminium supports and the steel anchor plates of a hall, there can be drops of condensation and capillary water from the plane piping grooves. Even with the external waterproofing, e.g. with bituminous sheeting, there may be humidity inside the base support, which may require a circumferential sealing of the anchor plate. If required, this must be ordered separately by the Customer (so-called wall socket sealing).
  7. Construction site safety: The construction site shall be protected by adequate site equipment and, if necessary, a security service, so that it may not be accessed by third parties. If the materials checked and supplied by the Contractor start to disappear on site, the Contractor reserves the right to keep charging the Customer with any costs of new acquisitions and supplies.
  8. Disposal: The disposal of residual and packaging material (e.g. plastic and wood residues), as well as materials or waste residues resulting from the assembly, shall be carried out on site, by the Customer.
  9. Assembly procedure: Assembly costs include one single safety instruction of up to 30 minutes at the point of assembly. In addition, the Customer is required to obtain any site-specific work permits before the commencement of assembly works. Any delays due to longer training periods, missing specific approvals etc. shall be charged separately to the Customer.
 

The Customer and the Contractor agree on a binding assembly date. In case of any delays of such date due to the misconduct of the Customer, the Contractor shall be reimbursed of the following costs:

In case of rescheduling within 21 to 14 working days before assembly date, 80 % of the assembly costs are due within the first 5 days.

In case of rescheduling within 13 to 1 working days before assembly date, 100 % of the assembly costs are due within the first 5 days.
  10. Force majeure: In case of force majeure events, which may considerably prevent the Contractor from providing his services or temporarily obstruct the due performance of the contract or make it impossible, the Contractor may not be held liable. Force majeure shall include any circumstances irrespective of the will and influence of the parties to the contract, such as natural disasters, governmental actions, regulatory decisions, blockades, war and other industrial unrest, seizure, embargo or other unpredictable, serious circumstances, for which the parties may not be held liable and which may occur after completion of this contract. In this context, force majeure events also include strong winds during assembly or disassembly, as such conditions may cause considerable delays or even prevent assembly or disassembly. The definition of strong winds is based on the on-site assessment by the Contractor or any third party appointed by the Contractor (e.g. supervisor).
 

In case of force majeure events (especially the occurrence of strong winds) resulting in delays in

assembly or disassembly, the Customer shall be held liable for any additional costs. If a party to the contract is prevented from performing any contractual obligations due to force majeure events, this shall not constitute a breach of contract and any terms specified in the contract or based on the contract, shall be extended accordingly. This also applies in case the Contractor depends on the advance performance of third parties, and there are delays. Any party to the contract will make every required and reasonable effort to reduce the extent of the consequences resulting from force majeure events. The party to the contract affected by such force majeure event shall inform the counterparty immediately of the start and the end of the impediment, verbally or in writing.

### Article 7 Prices and general terms of payment

1. Unless otherwise determined, the current prices of Tech Consult at the time of conclusion of the contract, which is the ex-warehouse price plus statutory sales tax, shall apply.
2. The Client bears any costs for the ex-warehouse supply and transport of the goods or rented items.
3. Any duties, fees, taxes or other public charges (especially property taxes due) shall be borne by the Client. In case the rented property is enlisted by the competent tax office des Customer for property tax assessment for buildings on land owned by third parties, the Customer shall be held liable to pay taxes for the entire period of use.
4. The Client only holds offset and retention rights insofar as they have been deemed legally valid or are undisputed. In case of defects in delivery, article 12 (6) remains unaffected.
5. If after conclusion of the contract it is determined that the claims of the Contractor are at risk due to the lack of efficiency by the Customer (e.g. by application for the opening of insolvency proceedings), the Contractor may, according to the applicable legal provisions, refuse the performance of services and withdraw from the contract after the deadline is set. For contracts regarding the production of single items (unique product), Tech Consult may declare the withdrawal immediately; any legal provisions regarding the dispensability of a deadline remain in force. If the Client lacks efficiency, Venue Management may regain possession of the goods or rented items owned by Venue Management. The Client expressly authorizes Venue Management to take back an item after written notice has been given. The Customer is required to grant the Contractor the access to the goods or rented items in his possession, as well as their removal upon first notice. Therefore, the Client

allows Venue Management or a representative to access an area or building, in order to collect the goods or rented items.

### Article 8 Liability

1. The contractor is liable for damages, irrespective of their legal grounds, in case of intent and gross negligence. In case of simple negligence, the Contractor shall only be held liable
  - a) for damages due to the injury to life, body or health,
  - b) for damages resulting from the breach of a relevant contractual obligation (obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and can rely). In this case, the Contractor's liability shall be limited to the replacement of the predictable, normally occurring damages.
2. The limitations of liability resulting from 1 shall not apply insofar the Contractor fraudulently has concealed a defect or assumed a guarantee for the quality of the rented items. This also applies to claims of the Client under the Product Liability Act.
3. In case of a breach of duty other than a defect, the Client may only withdraw or terminate the contract, if Venue Management is responsible for such breach of duty. No termination right of the Client (especially pursuant to articles 651, 649 of the Civil Code) are accepted. Otherwise, any statutory requirements and legal effects shall apply.

### Article 9 Use of the hall

1. In case of a storm, the hall (especially, doors, windows and gates) shall be kept closed, and loosening parts shall be refastened.
2. In case of heavy snowfall, the snow from the hall roof shall be removed.
3. At the gable wall of the hall, there are yellow signs with the logo of Venue Management. With the conclusion of the contract, the Customer gives his permanent acceptance.

### Article 9a Withdrawal by the Client

If the Client is legally or contractually entitled to withdraw

from the contract or if the Contractor accepts such entitlement, the provisions under article 649 p. 2 and 3 of the Civil Code shall apply accordingly. It contains the following wording:

**“Article 649 Purchaser’s right of termination**

The purchaser may terminate the contract at any time, until completion of the works. If the purchaser terminates the contract, the contractor may claim the agreed remuneration; although he must allow for the inclusion of the amounts saved with the termination or otherwise received by using his working force or maliciously fails to receive. It is assumed that after that, the contractor is entitled to a 5 % remuneration of the part of the services not yet delivered.“

In case of rents (see provisions under “AGB RENTAL – Venue Management GmbH”, II. Conditions for renting”) this shall not apply. The local provisions, especially article 10 (3), shall apply.

## II. RENTING CONDITIONS

In addition to the general conditions in I., the following conditions shall apply to contracts related with the lease of movable goods.

### Article 10 Terms of payment

1. Unless otherwise agreed, rent must be paid in advance, without deductions, until the 5th of each month.
2. Upon expiry of the agreed payment period, the customer is in default. The rent shall be subject to interest during the default period, at the applicable default interest rate. Venue Management reserves the right to claim additional damages due to default. When dealing with businessman, Venue Management right to charge the commercial default interest rate as of the due date, remains unaffected.
3. In case the lease contract is resolved before the scheduled delivery date for reasons attributable to the Client (e.g. by withdrawal), he must pay, until the 60<sup>th</sup> day before the agreed delivery date, a flat-rate compensation for damages in the amount of 60 % of the total rent, until the 30<sup>th</sup> day before the agreed delivery date, a flat-rate compensation for damages in the amount of 75 % of the total rent, until the 29<sup>th</sup> day before the agreed delivery date, a flat-rate compensation for damages in the amount of 90 % of the total rent.

The Customer still is entitled to attest that no damage or little damage has occurred. In individual cases, Venue Management also give evidence of much higher damages.

### Article 11 Liability

1. The Client is responsible for any changes which only are allowed with a written consent of Venue Management, as well as for any damages Venue Management incurs as a result of damage, destruction and improper use of the rented item.
2. In case of damage, contamination etc. of the lightweight hall, exceeding its usual wear, Venue Management reserves the right to charge any replacement or cleaning costs. Each party is entitled to request a joint inspection, in order to make an inventory of possible damages to the rented item. Before disassembly of the lightweight hall, any advertising materials shall be completely removed.
3. If the contract has a duration of more than two months, the Client shall also bear the costs for any maintenance and repairs on the rented item. This also applies in case they result from normal usage. The rental year starts with the delivery of the rented item.
4. The Client’s risk and duty to pay end at the point he returns the rented items without defects.
5. The Client is liable for any geological risks.
6. Customer claims for damages or compensation for futile expenses shall only apply in accordance with Article 8 and are otherwise excluded.

### Article 12 Subleasing

1. Any kind of subleasing or other transfers of use to third parties requires the prior written consent of Venue Management.
2. In any case of transfer of use, the Customer already awards the Contractor with any claims against the user; the Contractor accepts such award.
3. As soon as the Client is in default of payment, Venue Management is entitled to inform the subtenant of his Client about the award and to personally collect those claims.
4. In case of unauthorized transfer of use, the Contractor is always entitled to inform the subtenant about the award. In this case, the Client is also required to give any information and to hand over any documents, required to assert the assigned claims.

### Article 13 Lease period/completion

1. The net lease period starts upon completion of the hall and ends with the duration of a fixed-term lease

agreement and by termination of an unlimited lease agreement. Completion is the point as from which the Client may use the hall accordingly. Delays which do not affect the usage in case of partial works, or defects which do not affect the usage (e.g. rolling gates delivered or wall socket seals installed afterwards), have no suspensive effect. If the completion is delayed for reasons attributable to the Client, the net lease period starts as soon as the goods are unloaded on site.

2. The minimum lease period agreed shall be complied with. After expiry of the agreed lease period, the lease period is automatically extended by one full month, if the contract is not terminated by the end of the previous month.
3. In case of an unlimited lease agreement, the notice period for both parties to the contract is one month until the end of a calendar month. The right to an extraordinary termination remains unaffected.

### III.

## FINAL PROVISIONS

#### Article 14 Void

Should one or more of the above provisions be invalid, any other provisions remain unaffected. The parties to the contract are required to replace such invalid provision with a valid one, which comes closest to the financial object of the previous.

#### Article 15 Choice of law

Any business relations between Venue Management and the Client are subject to Swiss Law.

#### Article 16 Place of jurisdiction

The place of jurisdiction for disputes with purchasers who are not consumers, not a legal entity of public law and not a special fund under public law, is at the Contractor's registered office. For any other purchasers, this shall also apply to disputes arising from or in connection with the order, if the purchaser moves his residence or usual residence to a country other than Austria after the conclusion of the contract or the place of residence or usual residence of the purchaser is unknown in the event of a legal action. The exclusive place of jurisdiction shall be the District Court in Salzburg.