

General Terms and Conditions for the COLUMBUS Congress & Events Department

valid from 01.01.2023

I. Validity and Scope

1.1 For the business transactions of the business unit COLUMBUS Congress & Events of COLUMBUS GmbH & Co. KG, hereinafter referred to as "COLUMBUS", the following General Terms and Conditions (GTC) apply exclusively. These GTC are binding for all current and future business transactions with COLUMBUS, without requiring any further agreement. All services provided by COLUMBUS are exclusively based on these General Terms and Conditions.

1.2 The General Terms and Conditions are available for inspection at COLUMBUS in their respective valid version and can be accessed via the website at https://www.columbus.at/agb_e. COLUMBUS reserves the right to change these General Terms and Conditions at any time without prior notice.

1.3 Deviating conditions or additional regulations (e.g. general terms and conditions of purchase or payment) of the customer are not applicable. They also do not apply if there is no explicit objection at the time of contract conclusion. Deviating conditions or additional regulations only become part of the contract if they have been expressly confirmed in writing by COLUMBUS.

1.4 Side agreements, reservations, amendments, and additions to these terms and conditions and other contracts with COLUMBUS require written form to be effective.

1.5 If individual provisions of these General Terms and Conditions are invalid, this does not affect the binding nature of the remaining provisions and contracts concluded on the basis thereof. The invalid provision shall be replaced by an effective provision that comes closest to its purpose.

II. Offer and Conclusion of Contract, Cost Estimate

2.1 The basis for the conclusion of the contract is the respective offer and/or cost estimate from COLUMBUS or the customer order, in which the scope of services and the remuneration are recorded. Offers from COLUMBUS are always non-binding, unless expressly designated as binding.

2.2 The contract is concluded by COLUMBUS accepting the order. Acceptance must be in writing (e.g. by signing a framework project agreement).

2.3 With regard to restaurants and programs, the customer must provide COLUMBUS with a binding confirmation of the number of participants for invoicing purposes no later than three working days before the event, otherwise the customer holds COLUMBUS harmless for any damages and disadvantages.

2.4 Cost estimates from COLUMBUS are non-binding and subject to payment. A cost estimate is prepared by COLUMBUS to the best of their professional knowledge, but no guarantee is given for its accuracy. If cost increases of more than 20% occur after the order has been placed, COLUMBUS will notify the customer. The cost overrun is deemed approved by the customer if the customer does not object in writing within 4 days of this notification. For cost overruns of less than 20%, separate notification is not required, and COLUMBUS may invoice these costs to the customer.

III. Confidentiality/Intellectual Property

3.1 Project concepts, event ideas, plans, sketches, cost estimates, as well as all other documents and materials created, provided, or generated by COLUMBUS' contribution remain the intellectual property of COLUMBUS.

3.2 The use of such documents outside of the agreed and intended use, in particular their dissemination, reproduction, publication, and "provision" - including partial copies - requires the express written consent of COLUMBUS.

3.3. The customer also undertakes to maintain the confidentiality of any trade and business secrets that may have been disclosed to him/her during the business relationship.

IV. Scope of Services, Obligations to Cooperate

4.1. The obligation of COLUMBUS to perform the services shall commence at the earliest when the customer has created all the necessary conditions for performance that may have been described in the contract or in the information provided to the customer prior to the conclusion of the contract, or that the customer should have known due to knowledge or experience.

4.2. The scope of the services to be provided shall be determined by the customer's order or the service description or the information in the contract with the customer. Subsequent changes to the scope of services require written form.

4.3. Reasonable, objectively justified minor changes to the performance of services by COLUMBUS shall be deemed approved by the customer in advance.

4.4. Objectively justified partial deliveries and services are permissible and may be invoiced separately by COLUMBUS.

4.5. With delivery "ex works," delivered goods shall be deemed accepted.

4.6. COLUMBUS is entitled to subcontract the order in whole or in part to subcontractors. The engagement of subcontractors shall be made either in COLUMBUS's own name or in the name of the customer, but in any case at the customer's expense.

4.7. The customer has the opportunity to review all services provided by COLUMBUS (in particular all preliminary drafts, sketches, clean copies, etc.) prior to placing the order and to communicate any desired changes. Upon placing the order, all services to be provided by COLUMBUS shall be deemed approved by the customer.

4.8. The customer shall promptly provide COLUMBUS with all information and documents required for the provision of services. The customer shall inform COLUMBUS of all matters that are relevant to the execution of the order, even if these circumstances become known only during the execution of the order. The customer shall bear the expenses that arise from the fact that work must be repeated or delayed by COLUMBUS due to the customer's inaccurate, incomplete, or subsequently modified information.

4.9. The customer is also obliged to examine the documents provided for the execution of the order for any existing third-party rights (e.g., copyright). In particular, the customer guarantees the legal permissibility of the use of the documents provided by him/her and fully indemnifies and holds harmless COLUMBUS in this regard. COLUMBUS will only initiate an external legal examination at the written request of the customer, and the customer shall bear the associated costs.

V. Deadlines

5.1. Stated delivery or performance periods shall be deemed approximate and non-binding, unless expressly agreed as binding. Binding deadlines must be recorded in writing or confirmed in writing by COLUMBUS.

5.2. If COLUMBUS's performance is delayed due to reasons beyond their control, such as unavoidable or unforeseeable events (force majeure), in particular delays by subcontractors of COLUMBUS or circumstances attributable to the customer, in particular due to the violation of the obligation to cooperate, the obligations to perform shall be suspended for the duration and extent of the impediment, and the deadlines shall be extended accordingly. The same applies if the customer is in arrears with their obligations necessary for the execution of the order (e.g., provision of documents or information). In this case, the agreed deadline shall be postponed at least to the extent of the delay. If such delays last more than 1 month, the customer and COLUMBUS shall be entitled to withdraw from the contract.

5.3. The customer's right to withdraw from the contract due to delays that make adherence to the contract unreasonable remains unaffected. A withdrawal from the contract due to delays in performance by COLUMBUS is only permissible after a reasonable grace period of at least 2 weeks has been set in writing by registered mail, with simultaneous notification of the withdrawal.

5.4. COLUMBUS shall only be liable for damages arising from delays in performance in cases of intent or gross negligence.

VI. Prices and Payment Conditions

6.1. Prices are always stated in EURO. The statutory value added tax will be invoiced in addition at the applicable rate. The prices quoted are "ex works". Packaging, transport, loading, and shipping costs, customs, and insurance shall be borne by the customer.

6.2. COLUMBUS is entitled to invoice the (partial) services provided in partial invoices. In the case of partial payments, default occurs if even one partial payment is not made at the due date or in full. Upon default, the entire outstanding balance becomes due for immediate

payment. The respective (partial) invoice amounts are due for payment no later than 14 days after the invoice is issued.

6.3. Unless otherwise agreed, COLUMBUS's fee claim for each individual service arises as soon as the service has been provided. However, COLUMBUS is entitled to demand advance payments to cover expenses as follows:

- 25% of the estimated total amount after order confirmation,
- 40% of the estimated total amount 3 months before the service is provided,
- 30% of the estimated total amount 3 weeks before the service is provided,
- 5% remaining balance immediately after receipt of invoice and after service is provided.

6.4. For projects/groups with a total turnover of less than EUR 40,000, COLUMBUS will charge a daily rate of at least EUR 900 for "project management" and assistance during the stay. For projects/groups with less than 30 participants or a total turnover of less than EUR 20,000, COLUMBUS will charge a daily rate of at least EUR 900 for "project management" and assistance during the stay, as well as a processing fee of EUR 60 per person for communication and coordination.

6.5. All services provided by COLUMBUS that are not expressly covered by the agreed fee will be separately compensated. The customer shall reimburse all COLUMBUS incurred out-of-pocket expenses. In particular, special expenses requested by the customer during an event may be invoiced separately by COLUMBUS. COLUMBUS charges a fee of 10% of the total amount for this purpose.

6.6. In the event of payment delays, default interest shall be charged at a rate of 12% above the base rate plus a processing fee of EUR 40. Furthermore, in the event of payment delays, the customer undertakes to reimburse COLUMBUS for any collection and enforcement costs that are necessary for appropriate legal action. COLUMBUS expressly reserves the right to claim further damages for default.

6.7. If the customer is in default of payment in connection with other existing contractual relationships with COLUMBUS, COLUMBUS is entitled to suspend the fulfillment of its obligations under this contract until payment by the customer is made. In this case, COLUMBUS is also entitled to demand immediate payment of all claims for services already provided in the current business relationship with the customer.

6.8. In case of exceeding the payment deadline, granted benefits, such as discounts, deductions, etc. expire and will be credited to the invoice.

6.9. The customer is not entitled to offset their own claims against claims of COLUMBUS. The customer's right of retention is excluded.

VII. Contract termination / reduction

7.1. Orders must be terminated in writing. The timeliness of the termination is determined by the time of receipt by COLUMBUS. In the event of receipt of a termination - unless otherwise agreed in a written contract - the following cancellation and reduction costs will be invoiced:

Up to 3 months before the event:

Reduction: 25% of the estimated total amount free of charge, beyond that 25% cancellation fee of the total costs

Cancellation: 25% of the total costs

Up to 2 months before the event:

Reduction: 15% of the estimated total amount free of charge, beyond that 45% cancellation fee of the total costs

Cancellation: 50% of the total costs

Up to 1 month before the event:

Reduction: 10% of the estimated total amount free of charge, beyond that 50% cancellation fee of the total costs

Cancellation: 60% of the total costs

Up to 1 week before the event:

Reduction: 5% of the estimated total amount, beyond that 75% cancellation fee of the total costs

Cancellation: 90% of the total costs

Less than 1 week before the event: No refund, 100% cancellation costs

The right to claim compensation for further damages remains unaffected.

7.2. Termination after the commencement of an order is not permitted. COLUMBUS is entitled to withdraw from an order if changes in the customer's ability to pay occur between the submission of the offer and the execution of the order or if circumstances arise that call into question the customer's ability to pay. In such a case, COLUMBUS also reserves the right to make all other services already rendered due immediately.

7.3. COLUMBUS is entitled to withdraw from the contract with immediate effect in particular if there is a significant reason. A significant reason exists, in particular, if:

- the execution of the service is impossible for reasons attributable to the customer or if it is further delayed despite setting a deadline of 14 days.
- there are legitimate concerns regarding the customer's creditworthiness and the customer neither makes advance payments at COLUMBUS's request nor provides adequate security prior to the agency's performance.

VIII. Retention of title

8.1. The goods delivered or otherwise transferred by COLUMBUS remain the property of COLUMBUS until all obligations under the contract have been fully paid.

8.2. Resale is only permissible if COLUMBUS has been notified in advance, specifying the name and exact address of the buyer, and COLUMBUS has given written consent to the resale. In the event of written consent, the purchase price claim of the customer is deemed to have been assigned to COLUMBUS now and COLUMBUS is at any time authorized to notify the third-party debtor of this assignment.

8.3. If the customer is in default of payment, COLUMBUS is entitled to demand the reserved goods after setting a reasonable deadline.

8.4. The customer must inform COLUMBUS immediately of the opening of insolvency proceedings against its assets or the seizure of the reserved goods; any costs arising from the enforcement of COLUMBUS's claims are to be borne by the customer. Furthermore, COLUMBUS is entitled to enter the location of the reserved goods - as far as reasonable for the customer (e.g. during normal business hours) - and take possession of the reserved goods in order to sell them as best as possible on the open market or by auction to entrepreneurial contractual partners, without prejudice to the buyer's payment and other obligations.

IX. Copyright

9.1. All services provided by COLUMBUS, as well as the individual workpieces and design originals, remain the property of COLUMBUS and can be reclaimed by COLUMBUS at any time - especially upon termination of the contractual relationship. By paying the fee, the customer acquires the right to use for the agreed purpose. The acquisition of usage or exploitation rights to services provided by COLUMBUS always requires the complete payment of the fee invoiced by COLUMBUS for this purpose.

X. Warranty

10.1. The warranty is subject to the statutory provisions. In the case of legitimate complaints about defects, the customer primarily only has the right to improvement or replacement of the service by COLUMBUS, for which a reasonable period must be granted. COLUMBUS is entitled to refuse to improve the service if it is impossible or involves a disproportionate amount of effort for COLUMBUS.

10.2. Minor or otherwise reasonable changes to the performance obligation are deemed approved in advance by the customer.

10.3. Any defects must be reported in writing and with justification no later than 2 days after the service has been provided by COLUMBUS. If the complaint is not raised properly and within the deadline, the service is deemed to have been accepted and approved, unless it is a defect that was not recognizable upon inspection within the aforementioned period. Such defects must be reported immediately after discovery, otherwise the service is also deemed to have been approved in view of this defect. Claims for warranty or compensation as well as the right to contest due to errors based on defects are excluded in these cases.

10.4. Examination of the goods merely by means of spot checks does not count as a proper examination.

10.5. COLUMBUS is only liable for damages caused intentionally or through gross negligence in all relevant matters. The liability expires within 6 months after knowledge.

10.6. The liability of COLUMBUS is limited to the order value excluding taxes.

XI. Liability

11.1. COLUMBUS is only liable for damage caused intentionally and through gross negligence, except for personal injury. Liability for slight negligence is excluded. Any liability is limited to damages typically foreseeable for the customer and is limited to the contractually agreed remuneration for the underlying services paid when due. No liability is assumed for loss of profit, consequential damages, indirect or incidental damages. Any claims for damages can only be asserted in court within six months after the claimant has become aware of the damage, but in any case no later than two years after the purchase of the goods.

11.2. COLUMBUS provides services with the utmost care, but is not liable for services provided or obtained by third parties.

XII Final Provisions

12.1. Should one or more provisions of these terms and conditions be invalid, this does not affect the validity of the remaining provisions.

12.2. The contract is governed by Austrian law, excluding the conflict of law rules and the UN Sales Convention.

12.3. For any disputes arising from or in connection with this contract, the exclusive jurisdiction of the court responsible for commercial matters in Vienna, Inner City, is agreed.

12.4. The place of performance is the registered office of COLUMBUS.