

**GENERAL TERMS AND CONDITIONS**  
of SSP Deutschland GmbH  
**for events, seminars, conferences etc.**

**I. Scope of application**

1. These General Terms and Conditions apply for all agreements concluded with SSP Deutschland GmbH (hereinafter referred to as "SSP") for the provision of conference and/or event venues for the execution of events, seminars, conventions, conferences etc.; this also applies for all further services and/or deliveries performed by SSP in the context of such an event.
2. Deviating conditions do not apply; this also applies for general terms and conditions of the Contractual Partner even if SSP has not explicitly objected to them.
3. The Contractual Partner is principally not authorised to provide the rental property to a third party. If the event venues are rented via a mediator (for the purpose of clarification, this comprises each persons and each company acting on behalf of a third party, e.g. mediator, broker, agent, organiser) who concludes the agreement on behalf of a third party, not the mediator, but the third party in whose name the renting occurs will become the Contractual Partner. The mediator is obligated to explicitly inform SSP that he is booking in the name of a third party in due time prior to the conclusion of the agreement; he furthermore has to provide SSP with all relevant booking data of the third party which shall be the actual Contractual Partner (e.g. name, address, contact person). The mediate is explicitly obligated to provide the third party with these General Terms and Conditions.

**II. Conclusion of the agreement / Contractual Partner**

1. The event agreement (hereinafter referred to as "Agreement") is formed when the Contractual Partner executes the order confirmation transmitted to him by SSP and if this confirmation is returned to SSP within the specified period of time. Written or verbal event enquires do not constitute an entitlement for the conclusion of an agreement at a later date; this also applies for pre-booked and/or reserved venues, if an agreement has not yet been executed. Verbal understandings are invalid.
2. If the Contractual Partner requests changes and/or additions to the

agreement following the conclusion of the agreement, he is obligated to inform SSP immediately, however within two weeks prior to the start of the event at the latest. SSP shall endeavour to comply with these requests; however, SSP is not obligated to comply with these requests unless SSP has confirmed the execution of the changes in writing. If changes are made to the original agreement, the Contractual Partner has to pay for these deviations (e.g. additional service), if applicable.

**III. Payment conditions / offsetting / securities**

1. SSP is obligated to provide the promised services subject to these General Terms and Conditions.
2. The Contractual Partner is obligated to pay the agreed prices for these and further services used. This also applies for services and expenditures of SSP to third parties which were initiated by the Contractual Partner. Services beyond the agreed services have to be remunerated separately. The Contractual Partner is furthermore liable for all costs caused by his event participants (e.g. for ordered beverages and/or food). Unless specified otherwise, the prices are incl. the respectively applicable statutory VAT.
3. If the Contractual Partner reduces the number of participants at the execution of the event specified at the time of reservation by more than 10%, SSP is entitled to exchange the provided event venues, if reasonable for the Contractual Partner. In addition, SSP is entitled to appropriately increase the negotiated prices. SSP is furthermore entitled to alter agreed prices if the Contractual Partner requests changes after the reservation of the event venue (e.g. change of participants, duration of the event, other services according to this Agreement) and if SSP agrees to these changes.
4. Invoices are due and payable without deduction immediately upon receipt. In the event of default of payment, SSP is entitled to charge default interest above the base interest rate applicable at the due date in the legally prescribed amount. Merchants pay 9 percentage points above the base interest rate, consumers in terms of § 13 BGB (German Civil Code) pay 5 percentage points above the base interest rate. SSP explicitly

reserves the right to assert further damages caused by default.

5. SSP is furthermore entitled to demand  
- appropriate advance payment, the amount and due date of which can be agreed upon in a written contract;  
- appropriate security at the formation of the agreement.

6. The Contractual Partner can only offset counterclaims against SSP if his claims are uncontested or legally determined. The right of retention against SSP is excluded at the legal extent.

#### **IV. Cancellation**

If the Contractual Partner does not accept contractual performances reserved by him, he remains obligated to pay the agreed prices at the following ratios:

- A complete cancellation without costs is possible up to 60 days prior to the commencement of the event.
- 25% of the overall performance shall be invoiced in case of a cancellation 59 to 21 days prior to the commencement of the event.
- 50% of the overall performance shall be invoiced in case of a cancellation 20 to 15 days prior to the commencement of the event.
- 80% of the overall performance shall be invoiced in case of a cancellation 14 to 7 days prior to the commencement of the event.
- 100% of the overall performance shall be invoiced in case of a cancellation 6 to 0 days prior to the commencement of the event. Bookings of individual workplaces in the Welcome&Work Area (Plug-In und Web-Corner) are excluded from this regulation. The free-of-charge cancellation for these resources is possible at any time.

#### **V. Withdrawal / termination / cancellation of the event**

1. SSP is entitled to withdraw from and/or terminate the Agreement if  
a) force majeure or other circumstances not owed to SSP render the fulfilment of the Agreement impossible;  
b) any advance payment or security has not been paid following the expiration of an appropriate period of grace specified by SSP;  
c) events are booked based on misleading or incorrect information regarding essential facts (e.g. identity of the

Contractual Partner, purpose of the event);

d) the Contractual Partner violates statutory regulations, official requirements, orders etc. or safety regulations with his event;

f) SSP has justified cause to assume that the event planned by the Contractual Partner jeopardises the smooth operation, the safety or the public reputation of SSP;

g) the official permits, applications or permissions required for the event are not available or if the Contractual Partner does not comply with his statutory or contractual duty to provide information to SSP or public authorities;

h) the usage rights to the event venue were issued to a third party without authorisation.

2. The right to termination for an important reason remains unaffected.

3. The Contractual Partner warrants that his events shall not have any racist, xenophobic, anti-Semitic or other antidemocratic content. Any violation of this regulation entitles SSP to withdraw from or terminate the Agreement without notice.

4. The Contractual Partner is informed that particularly the following safety regulations have to be met:

- Open fires and/or the burning of candles etc. are not permitted.
- Fire protection doors may not be wedged or blocked in any manner.
- The use of devices developing heat and/or smoke, particularly kitchen devices (e.g. toasters, grillers, immersion heaters, kettles) is prohibited.
- Lifts may not be used in case of fire.

5. If the Contractual Partner violates essential regulations of the Agreement or the General Terms and Conditions, particularly - however not limited to - those of Item V of these General Terms and Conditions, SSP is entitled to cancel the event of the Contractual Partner; in this case, the Contractual Partner has to vacate the event venue immediately. If the Contractual Partner does not vacate the event venue, SSP is entitled to have the premises vacated at the expense of the Contractual Partner.

#### **VI. Handover / return of premises**

1. The Contractual Partner is obligated to coordinate any intentions to perform alterations of the rented event venue for his events (e.g. advertising displays,

posters, other decoration) with SSP; any alteration requires the prior written consent of SSP.

2. Upon the conclusion of the event, the Contractual Partner is obligated to remove all objects introduced by him at his expense. If the Contractual Partner does not comply with this obligation, SSP is entitled to effect the removal at the expense of the Contractual Partner.

#### **VII. Location-based information**

The Contractual Partner is informed that other events can occur at the premises of the conference centre simultaneously with those of the Contractual Partner; the Contractual Partner is not entitled to assert any compensation or claims of reduction due to this fact. In addition, the Contractual Partner is informed that the conference centre is located in the airport building of the Düsseldorf airport and thus has constant public traffic; the Contractual Partner furthermore has to ensure that his event does not cause any impairment for the airport operation and/or disturbs the guests of the airport. Other events may occur at SSP simultaneously with the customer's events.

#### **VIII. Liability**

1. The Contractual Partner is liable for all damages to the building and its inventory culpably caused by him or persons for which he is responsible (e.g. event participants, employees, vicarious agents). In the context of his liability, the Contractual Partner exempts SSP from all compensation claims asserted against SSP by third parties in connection with the event. SSP is entitled to demand the provision of security (e.g. insurance, security bond) to safeguard against potential damages.

2. The Contractual Partner warrants that he possesses all copyrights used for his event (e.g. rights to trademarks, names, images). The Contractual Partner exempts SSP from all third party claims based on copyright infringements.

3. The contractual liability of SSP for defects existing at the completion of the agreement, which did not occur as a consequence owed to SSP, is excluded. The Contractual Partner is furthermore obligated to register his event at GEMA properly and in due time. Upon demand, the application has to be presented to SSP immediately.

4. SSP is only obligated to compensate for damages, regardless of the legal reason with the exception of a violation of life, body or health if

- the damage is based on gross negligence or intent by SSP or the lack of assured characteristics;
- SSP culpably violates its contractual obligation in a manner jeopardising the purpose of the Agreement;
- the damage is based on a case of default or impossibility owed to SSP;
- the damage results in a typical risk for life and health.

Essential contractual obligations are those whereby the fulfilment generally facilitates the proper execution of the agreement and the compliance with which the Contractual Partner regularly may trust.

SSP is particularly not liable for the loss of objects stolen from event venues or lost in any other manner. For the duration of the rental of the event venues, the Contractual Partner has to ensure the proper security of the premises and prevent access by third parties.

5. If a broker (Item I. 3) has rented the event venues recognisable by a third party or if a third party has commissioned the broker with the rental (or any other process of the agreement), the broker and the third party are jointly and severally liable for all obligations from this Agreement; this does not apply if SSP is not in the possession of respective declarations of the dealer.

#### **IX. Security**

The Contractual Partner is obligated to provide SSP with all information necessary to assess any possible risks two weeks prior to the commencement of the event at the latest. If SSP considers the establishment of a safety concept necessary, the Contractual Partner is obligated to take all required support measures; these particularly include comprehensive information regarding fire-safety aspects.

#### **X. Technical facilities and connections**

If SSP provides the customer with technical equipment, the customer is obligated to check the equipment regarding its proper condition at the time of handover, to confirm this condition and/or record any detected defects in writing in a protocol and transfer them to SSP without undue delay.

**XI. Bringing in food and beverages**

The bringing of own food and/or beverages to events is principally not permitted; exceptions require the explicit written consent of SSP.

**XII. Non-smoker protection**

It is strictly prohibited to smoke on the entire premises of the Düsseldorf airport as well as the entire conference centre. Smoking is exclusively permitted in the designated areas. The Contractual Partner is obligated to point out and enforce this prohibition toward his event participants. He is obligated to remedy any violation with suitable measures.

**XIII. Other conditions**

Changes or amendments to the Agreement, the booking confirmation or these General terms and conditions are to be in writing. Unilateral changes or amendments by the customer are invalid. If individual regulations of these General Terms and Conditions are ineffective, the overall effectiveness of the remaining conditions is not affected. For the remainder, the statutory regulations apply.

The laws of the Federal Republic of Germany apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Conflict of Laws provisions are excluded.

Exclusive place of jurisdiction is Frankfurt / Main.