

# General Terms and Conditions orientations.events e.K

Status November 2018

- § 1 General**
- 1.1 The offers, deliveries and services of orientations.events e.K (hereinafter referred to as OE or agency) are subject exclusively to the following terms and conditions.
- 1.2 Conditions of the customer will only become part of the contract if they are accepted and confirmed in writing by OE. The acceptance of the service of OE includes in any case the acceptance of the customer of the general terms and conditions of OE.
- § 2 Conclusion of contract/contents of contract**
- 2.1 The contract becomes effective and remains valid through the written order confirmation by OE, even if OE does not object in writing within 10 working days.
- 2.2 Subsidiary agreements or changes that change the scope of the contractual services require an explicit written confirmation from OE.
- 2.3 The offers made by OE are non-binding and may be adapted by OE to changed specifications or framework conditions. Contents of offers with titles such as "Rough cost calculation" or "Cost framework" are therefore also valid without obligation.
- 2.4 OE is not liable for the correctness and completeness of the offers made by OE, which are made according to the specifications of the customer after consultation, unless OE acts intentionally or grossly negligent.
- 2.5 OE shall inform the customer as soon as possible of any adjustments or changes to individual services of the agreed contractual objects which become necessary after conclusion of the contract due to changed framework conditions. Insofar as these do not affect the contents of the contract or do so to an irrelevant extent, the customer shall not be entitled to terminate the contract.
- 2.6 OE has the right to change parts of the course of the event or the contents deviating from the description of services in agreement with the customer.
- § 3 Prices**
- 3.1 All prices are quoted net without VAT.
- 3.2 OE is entitled to render partial services and to invoice these separately.
- 3.3 The assignment of third parties takes place in the name and on the account of OE, unless otherwise agreed in writing. OE is not obliged to issue invoices for the services rendered by third parties on its behalf or to submit invoices of the persons commissioned by it.
- 3.4 The customer will be charged for additional expenses caused by incorrect information as well as transport delays caused through no fault of OE or services of third parties that were delivered in an untimely or unprofessional manner, unless they are vicarious agents of OE, according to the current remuneration rates of OE.
- § 4 Acceptance and transfer of risk**
- 4.1 The customer is obliged to accept the services of OE in writing on the completion date specified by OE.
- 4.2 If the services of OE cannot be made available to the customer for reasons for which the customer is responsible, the risk shall pass to the customer on the day of receipt of the notice of completion. The services of OE shall then be deemed to have been fulfilled.
- 4.3 Acceptance shall take place regularly by means of general rehearsals or trial runs. Excluded from this are planning services which are considered completed and ready for acceptance upon their receipt by the customer.
- 4.4 The removal of defects or outstanding partial services will be carried out or repaired as quickly as possible. Insofar as they do not significantly impair the function of the object of services, they shall not entitle the customer to refuse acceptance of the services.
- § 5 Transport and packaging**
- 5.1 Deliveries always travel at the expense and risk of the customer unless otherwise agreed in writing. As a rule, OE determines the shipment at its own discretion without responsibility for special packaging. OE strives to choose the cheapest and fastest way for deliveries.
- 5.2 Items of the customer which are necessary for the services of OE must be delivered free of charge to the place specified by OE at the agreed date. Return deliveries of these items shall be made from the place of use at the cost and risk of the customer.
- 5.3 Damage to the objects during transport or their loss at the place of use through no fault of OE shall be borne by the customer.
- 5.4 OE may take out a transport insurance, the costs of which are to be borne by the customer, but is not obliged to do so.
- 5.5 Transport damages must be reported to OE immediately. Any claims against the transport company shall be assigned to the customer upon request.
- § 6 Cancellation**
- 6.1 In the event of termination through the customer, OE shall receive the agreed remuneration for the services already rendered. With regard to services not yet rendered, 90 % of the agreed fee shall be agreed as saved expenses.
- 6.2 If the customer does not accept the services of OE without an important reason despite a declaration of completion or if the customer does not fulfil his payment obligations or does not fulfil them properly, OE shall be released from his obligation to perform his services after setting a reasonable grace period and may demand damages for non-performance.
- 6.3 OE may demand the value of the services rendered up to the date of termination of the contract as well as 60% of the value of the services not yet rendered as compensation for non-fulfilment.
- In order to avoid this, the customer must provide proof in writing that no damage has been incurred at all or not in the amount stated. OE reserves the right to assert a higher proven damage.
- § 7 Warranty**
- 7.1 It is the duty of the customer to inspect the services of OE upon acceptance and to report defects without delay. If, despite careful examination, a defect only becomes apparent later, it must be reported immediately. In any case, OE must be informed of any complaints within 10 days after the end of the event at the latest.
- 7.2 If the notification of defects is made late or if reservations due to known defects were not declared during acceptance/delivery, the warranty claims expire. The same applies if the customer himself makes changes or makes it more difficult for OE to determine the defects.
- 7.3 The customer may only demand rectification of defects as fulfillment of his warranty. The type and manner of the appropriate rectification of defects shall be determined at the discretion of OE, which shall also decide on replacement delivery and may commission this at any time. The customer may demand cancellation of the contract (rescission) or reduction of the price (reduction) if at least two attempts at rectification have failed due to the same defect.
- 7.4 If the subsequent improvement is excluded due to the passage of time (termination of the event), the customer shall only be entitled to reduction rights.
- 7.5 OE can refuse to remedy defects as long as the customer has not properly fulfilled his contractual obligations, in particular his payment obligations.
- 7.6 Claims for damages are excluded unless they are based on gross negligence or intent.
- § 8 Liability**
- 8.1 OE shall be liable for timely and high-quality execution of services if the customer can prove that he has duly fulfilled his contractual obligations, in particular payment in due time.
- 8.2 OE is obliged to select and supervise service providers with care, according to the due diligence obligations of a prudent businessman. OE shall not be liable for defective deliveries or services of external companies which are commissioned by the customer, unless the customer can prove that there has been an intentional or grossly negligent breach of duty of care in the selection and supervision of external companies by OE. If necessary, the customer can demand the assignment of the claims of OE against the latter.
- 8.3 In principle, OE shall not be liable for objects brought in by the customer unless otherwise agreed and unless OE has caused the damage or destruction of the objects through intentional or grossly negligent action. The customer must insure the items he has brought in and made available himself and keep them insured for the entire duration of the assignment.
- 8.4 Liability for damages not typical of the contract (consequential damages) is excluded. This also applies to gross negligence.
- 8.5 Claims for compensation of damages of any kind, including such damages that have not occurred to the object of performance itself, for example from delay, impossibility of performance, positive breach of contract, negligence in concluding the contract and unlawful acts are excluded, insofar as the damage was not caused by intentional or grossly negligent action and insofar as the exclusion of compensation claims does not prevent or jeopardize the performance of the contract.
- 8.6 If OE is proven to have acted with gross negligence, the liability for damages shall be limited to the amount of the fee or to the coverage of the liability insurance existing at OE.
- 8.7 Insofar as damages are not caused by OE intentionally or through gross negligence, liability is limited to 10% of the agreed fee - a maximum of EUR 3000.
- 8.8 The limitation of liability applies to the same extent to the vicarious agents of OE.
- 8.9 Claims for damages under the Product Liability Act shall remain unaffected.
- 8.10 If OE provides, rents or lends objects of any kind within the scope of an event, the customer shall be liable for loss and damage of these objects.
- 8.11 The customer as organizer commits to take out a liability insurance for the organizer.
- § 9 Property rights**
- 9.1 OE is not obliged to check whether the information or documents handed over by the customer for the provision of services violate or may violate the property rights of third parties. The customer is obliged to release OE from all possible claims for damages by third parties and to pay for all damages arising from the infringement of property rights.
- 9.2 All intellectual property rights (copyrights and ancillary copyrights, trademark rights, protection of services under competition law, patent rights to concepts, materials, presentations, photos, films, data of any kind and form, etc.) arising in connection with the services rendered by the OE or its employees or by third parties commissioned by the OE - also on behalf of the customer - shall remain exclusively with the OE, unless explicitly agreed otherwise. The transfer of usage and exploitation rights requires a written agreement and always applies only to the specific agreed use (e.g. event). Changes to concepts, drafts, etc. may only be made by OE or by persons explicitly commissioned by OE. When executing orders according to information or documents provided by the customer, the customer guarantees that the property rights of third parties are not infringed by the creation and delivery of services executed according to his information and documentation.
- 9.3 The customer is only entitled to use the concepts, drafts, etc. of OE for his own purposes as provided for in the contract; copies are only permitted with the express prior consent of OE. Printing originals, working films and negatives produced by OE or on its behalf remain the property of OE, even if they are charged to the customer. Without a contractual agreement, the customer is not allowed to use the concepts, drafts etc..

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9.4 OE is authorized to record the event and may use the recording as well as background information about the project for the purpose of documentation as well as for purposes of self-promotion.

## § 10 Retention of documents

OE will store the documents referring to the order for 6 months. When providing original copies (e.g. as pictures, on storage devices, etc.), the customer commits to make copies/backups. OE assumes no liability for templates of the customer which are not reclaimed within one month after completion of the order.

## § 11 Terms of payment

11.1 Unless otherwise agreed, invoice amounts are due for payment immediately upon receipt of the invoice.

11.2 OE may invoice the customer for each service directly after it has been rendered.

11.3 In case of default of payment after reminder, OE is entitled, without prejudice to further claims, to charge interest of 8.00 percentage points above the base interest rate as compensation for damages caused by default. Proof of lesser damage remains unaffected.

11.4 In the event of delayed payment, OE is further entitled to withdraw from the contract and demand compensation for non-performance after having set a deadline and having issued a threat of refusal. The amount of damages shall be determined in accordance with the provisions of Section 6.3 of these Terms and Conditions.

11.5 Entitled to demand the following advanced payments to cover expenses:

- 50 % of the agreed remuneration at the time the order is placed,
- 40 % of the agreed remuneration up to 14 days before the first day of the event,
- 10 % of the price on receipt of the final invoice.

11.6 Deductions of any kind are excluded. Advance payments are not subject to interest.

## § 12 Offsetting and assignment

12.1 The customer may only offset undisputed or legally established counterclaims.

12.2 The rights of the customer from this contractual relationship are only transferable with the prior consent of OE.

## § 13 Data protection provisions

In the context of offers, deliveries and/or services, OE complies with the data protection provisions of the DS-GVO and the BDSG nF and has the following binding, general data protection provisions for any handling of personal data in this connection:

13.1 The responsible party in accordance with the Data Protection Act is orientations.events e.K.

Donnerstr. 23  
22763 Hamburg  
Germany.

The data protection officer of OE as data controller can be reached as follows:

Data protection officer orientations.events e.K.

Donnerstr. 23  
22763 Hamburg  
Germany.

OE notes that, in the context of the business relationship or in connection with a contract, an offer, a contact, a business initiation or similar and the persons of OE acting in connection therewith, personal data such as name, address, communication data such as telephone number, e-mail address, etc. is processed. Personal data is therefore used to justify, implement and terminate a contract. During the contract initiation phase, the processing of personal data is permitted for the preparation of offers, contracts or for the fulfilment of other wishes of the interested party with regard to the conclusion of a contract. Interested parties may be contacted during the preparation of the contract using the data they have provided. The use also includes the support of the contractual partner, insofar as this is in connection with the purpose of the contract.

13.2 Consent to data processing

The processing of personal data at OE can take place on the basis of the consent of the person concerned (contractual partner, interested party, applicant, etc.). The person concerned must be informed before consent is given. For reasons of proof, the declaration of consent must always be obtained in writing or electronically. Under certain circumstances, e.g. when giving advice by telephone, consent can also be given orally.

13.3 Data processing due to legal permission

The processing of personal data is also permitted if legal regulations stipulate, require or permit data processing (e.g. commercial/tax law obligations to retain and provide evidence). The nature and extent of the data processing must be necessary for the data processing permitted by law and must comply with these legal provisions.

13.4 Data processing on the basis of legitimate interest

Personal data may also be processed if it is necessary to achieve a legitimate interest of OE. Legitimate interests are usually of a legal (e.g. enforcement of open claims) or economic (e.g. avoidance of contractual disruptions) nature. Processing of personal data on the basis of a legitimate interest may not take place where there is evidence in a particular case that the interests of the data subject worthy of protection outweigh the interest in the processing. The interests worthy of protection must be examined for each processing operation.

13.5 Processing of particularly sensitive data

The processing of particularly sensitive personal data may only take place if this is required by law or if the data subject has given his explicit consent. Particularly sensitive data is data concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexual life. The processing of these data is also permitted if it is absolutely necessary in order to assert, exercise or defend legal claims against the data subject. If the processing of particularly sensitive data is planned, the data protection officer must be informed in advance.

13.6 User data and Internet

Personal data can be collected, processed and used on websites or in apps of OE.

In this case, the data subjects will be informed by OE on the pages and in the apps through special data protection notices and, if applicable, cookie notices. The data protection notices and any cookie notices must be integrated in such a way that they are easily recognizable, immediately accessible and permanently available to the persons concerned.

13.7 Deletion

Personal data that is no longer required after the expiry of legal (see also from the German Commercial Code and from the German Tax Code) or business-process related (contractual) storage periods will be deleted by OE in accordance with the corresponding policies.

## § 14 Order data processing

OE uses order data processing. This is the case when a contractor is commissioned with the processing of personal data without being assigned responsibility for the associated business process. In such cases, an agreement on order data processing shall be concluded with external contractors. OE, as the contracting company, retains full responsibility for the correct execution of the data processing. The contractor may only process personal data within the scope of the instructions of OE. OE uses order processing in particular in personnel management, participant management and when processing orders.

## § 15 Rights of the person concerned:

Their assertion will be processed immediately by OE and must not lead to any disadvantages for the person concerned.

15.1 The data subject may request information about which personal data and origin are stored about him for which purpose. If the employment relationship stipulates further rights of inspection in documents of OE as employer (e.g. personnel file) according to the respective labour law, these remain unaffected.

15.2 If personal data is transferred to third parties, the identity of the recipient or the categories of recipients must also be disclosed.

15.3 If personal data is incorrect or incomplete, the data subject may request that it be corrected or supplemented.

15.4 The data subject is entitled to request the deletion of his/her data if the legal basis for the processing of the data is missing or has ceased to exist. The same shall apply in the event that the purpose of the data processing has ceased to apply due to the passage of time or for other reasons. Existing storage obligations and interests worthy of protection that conflict with deletion must be observed.

15.5 The data subject has a fundamental right of objection to the processing of his data, which must be taken into account if his legitimate interest outweighs the interest in the processing due to a particular personal situation. This does not apply if a legal provision permits the processing to be carried out.

## § 16 Place of performance and jurisdiction

16.1 The place of performance and jurisdiction for all disputes between the parties arising from the contractual relationship shall be Hamburg, provided the customer is a registered trader, a legal entity under public law or a special fund under public law.

16.2 The contractual relationship shall be subject to German law.

## § 17 Final provisions

17.1 Should any provision of these terms and conditions be invalid or void, this shall not affect the validity of the remaining provisions. The ineffective provision will then be replaced by OE and the customer by a provision that comes closest to the economic and legal content.

17.2 For the purchase and commissioning of work and services, for data protection in participant management and the commissioning of the deployment of temporary workers, the respective special conditions of OE shall also apply.