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General terms and conditions of business:

1. Scope of application

Our contractual partners are hereinafter referred to as customers and the company Jazzunique GmbH as Jazzunique.

The following terms and conditions are constituent parts of all contractual relationships concluded between customers and Jazzunique. They are deemed to have been recognised by way of order placement or acceptance of the service and/or delivery. Any deviating terms or conditions of the customer do not become content of the contract even if Jazzunique fails to explicitly object to them.

2. Offer/Conclusion of contract/Prices

2.1
Offers submitted by Jazzunique to customers are subject to alteration without notice in the absence of any explicit, written agreement to the contrary. The prices published by Jazzunique in advertisements and on the Internet are subject to alteration without notice and are non-binding.

Any declarations of acceptance and orders on the part of the customer must be made in writing.

2.2
The contract between Jazzunique and the customer is generally deemed to have been concluded by way of the customer's signature on the cost estimate issued by Jazzunique and the return of same by fax to Jazzunique.

2.3
The prices quoted by Jazzunique are net and additionally subject to statutory value-added tax at the rate valid at the given time, packaging, freight, postage and, in some cases, insurance. All approval and registration procedures including any fees due (e.g. office of public order, GEMA/GVI, etc.) are payable by the customer.

3. Scope of services

3.1
The scope of services due from Jazzunique is determined by the written cost estimate provided by Jazzunique.

3.2
Jazzunique is entitled to avail itself of third-party services (external services) in order to render the contractually due services. Jazzunique is entitled to charge a standard fee amounting to 15-18% for the brokerage of these external services.
In the absence of any agreement to the contrary, the appointment of third parties occurs in the name and for account of Jazzunique. Jazzunique is in such cases not obliged to render account for the services provided by third parties on its behalf or to provide any invoices

issued by third parties for the services rendered on its behalf.

3.3
Any such services not included in the cost estimate as are required additionally by the customer or such additional costs as are incurred due to incorrect details provided by the customer, due to shipment delays the blame for which cannot be attributed to a specific party or due to preliminary services provided by third parties unpunctually or unprofessionally insofar as the parties concerned are not agents of Jazzunique, will be charged to the customer additionally in accordance with the remuneration rates of the agency.

3.4
In the event that brokered artists are unable to perform due to illness after offer submission/contract conclusion, Jazzunique reserves the right to select an equivalent replacement artist.

4. Supply and service / Assistance of customer

4.1
Compliance with the supply and service obligations of Jazzunique, notably in the case of fixed transactions, presupposes the punctual and due meeting of the contractual obligations on the part of the customer such as the punctual provision of relevant documents and information.
Should the customer fail to meet its obligations, Jazzunique is entitled to demand compensation for the damage incurred as a result.

4.2

The items supplied are always transported at the expense and risk of the customer in the absence of any agreement to the contrary.

Insofar as no specific instructions are issued, the agency determines the nature of despatch at its discretion without any responsibility for using special packaging or the cheapest and fastest route.

Jazzunique is entitled but not obliged to take out transport insurance, the cost of which is payable by the customer. Any transport damage is to be notified to Jazzunique without delay.

In the case of despatch conducted by a forwarding agent, any damage is to be noted on the consignment note immediately; in the case of shipment by rail, an official confirmation of the damage must be certified by the rail company concerned and submitted to Jazzunique. Any claims asserted vis-à-vis the transport company can be assigned to the customer on request. Any items of the customer that are required for service provision on the part of Jazzunique must be supplied on a carriage-paid basis to a location specified by Jazzunique by the agreed date and time.

The return despatch is conducted from the place of usage on a non-carriage-paid basis at the risk of the customer.

The destruction of the materials supplied during shipment or the loss thereof at the place of usage without any blame for this being attributable to Jazzunique is payable by the customer.

5. Technical equipment and premises

5.1

In the event of a power failure during the event or of any other premature termination of the event, the blame for

which is not attributable to the culpable conduct of Jazzunique, the latter is entitled to payment of the full net agency fee agreed.

5.2

Should the customer provide premises for the event, it is obliged to insure the premises and the event adequately and to provide evidence of the insurance by way of the presentation of the corresponding insurance documents. In such case, the customer is liable for the integrity and safety of all persons participating in the event and the technical equipment used.

6. Payment / Down payments / Offsetting

6.1

Jazzunique is entitled to invoice each individual service immediately after the provision thereof.

6.2

In the absence of any agreement to the contrary, the invoices issued by Jazzunique are payable immediately without deduction. Moreover, the individual terms of payment stated in the cost estimate by Jazzunique apply generally and in respect of down payments too.

6.3

The customer may only offset legally binding receivables against any payments due.

7. Deliveries made to and services rendered in foreign customs jurisdictions

Should deliveries be made to or services rendered in foreign customs jurisdictions, all costs and fees incurred

in this connection are payable by the customer; this applies notably to customs declarations and clearance, air freight, maritime and land shipments, import documents, veterinary certificates, pro-forma invoices, plant protection certificates, personnel costs as well as hotel costs, other expenses, any remuneration payable on an hourly basis, visa fees and local transfers. The customer is responsible for ensuring that the goods are of a duty-free nature.

8. Right of rescission on the part of Jazzunique

Jazzunique is entitled to withdraw from the contract

8.1.

(a) if the assured payment of the fee cannot be guaranteed by the customer or

(b) if there is a lack of such support from the customer as is required for the execution of the event (this also includes compliance with the terms of payment). In such cases, Jazzunique is entitled to be paid appropriate compensation by the customer.

8.2

Furthermore, Jazzunique is entitled to withdraw from the contract if artists cannot participate or systems fail without Jazzunique being verifiably able to provide adequate replacement in a reasonably expectable way and for the same remuneration.

In the event that Jazzunique withdraws from the contract, compensation claims on the part of the customer are ruled out.

9. Cancellation of the order by the customer

Should the customer cancel the order after conclusion of the contract for reasons for which Jazzunique is not responsible, the customer will be invoiced with the following cancellation fees:

For cancellations
up to 3 months prior to the event 70 %,
up to 2 weeks prior to the event 80 %,
within the last 2 weeks prior to the event 100%

of the agreed net agency fee as well as all verifiable costs incurred by Jazzunique by way of the execution and processing of the cancelled order up until the time of cancellation and/or by way of the cancellation of the order.

10. Copyright / Confidentiality

10.1

All such services as are rendered for contractual fulfilment purposes by Jazzunique and/or its employees or third parties appointed by it - on the customer's behalf too - and/or the results thereof such as plans, drafts, drawings, production and assembly/installation documents as well as the descriptions of exhibition and event concepts, print templates, work films and negatives, etc. and all the rights thereto remain the property of Jazzunique even if they have been charged and handed over to the customer. As such, the customer is entrusted with them.

Without the involvement of Jazzunique, the entitlement to the usage of them in full or in part is subject to the explicitly written consent of Jazzunique irrespective of

whether special rights of protection (e.g. copyright entitlements) exist or not.

Any copying even of minor details or parts of Jazzunique's work is inadmissible and constitutes grounds for asserting compensation claims.

10.2

Jazzunique and the customer undertake to mutually treat in the strictest confidence all such company-internal details and secrets of the given contractual party as become known to them during the period of contract execution for the duration of their business relations and thereafter too.

10.3

Jazzunique undertakes to safekeep the documents relevant to the order for a period of 6 months. In the event that original items are provided (slides, floppy disks, etc.), the customer undertakes to make copies thereof. The agency assumes no liability for any items or templates of the customer, the return of which is not requested within one month of the end of the order.

11. Exhibition stand construction / Shop construction / Design and construction of showrooms

11.1

The offer submitted by Jazzunique is worked out on the basis of the details provided by the customer and the documents made available by it and/or by the exhibition organiser concerned. The customer assumes the liability for the correctness of the relevant details and documents.

11.2

The drafts as well as the production and assembly/installation documents prepared by Jazzunique remain the property of Jazzunique. Any changes/amendments to them must be coordinated with Jazzunique. They may neither be reproduced nor made accessible to third parties without the consent of Jazzunique. Non-compliance with the above entitles Jazzunique to claim compensation from the customer amounting to 40% of the order sum.

Should no order be placed with Jazzunique, the documents it has drafted are to be returned to it without delay. Section 10.1 applies correspondingly.

11.3

Should there be such reasons as are not the responsibility of Jazzunique causing the delay of the commencement of work and/or the completion thereof, Jazzunique is entitled to separately invoice the additional expense it thereby incurs.

This applies notably in such cases where the exhibition organiser fails to meet a guaranteed stand set-up period of 3 days due to the fact that the exhibition area required is not cleared on time.

11.4

The customer is only entitled to use the plan and draft services rendered by Jazzunique once.

Should the customer use an exhibition stand, showroom, store or shop designed by Jazzunique on multiple occasions and Jazzunique is not appointed with the set-up and dismantling work, Jazzunique only grants further usage rights subject to payment of additional remuneration, which is to be agreed separately in each case.

11.5

The customer is obliged to conduct acceptance of the services rendered by Jazzunique as of the completion date stated by the latter. Acceptance is generally to be conducted 10 hours prior to the commencement of the exhibition concerned. Should the customer and/or representative authorised by it fail to appear at the acceptance appointment despite having been informed of the completion of the work concerned, the services are deemed to have been accepted. This also applies in cases where the customer uses the services in full or in part.

11.6

Acceptance may only be refused on the grounds of significant defects. Liability for defects is based on the provisions governing service contracts set out in the German Civil Code.

Initially the customer may as a general rule only demand subsequent performance in the form of rectification, the nature of which is left to the professional discretion of Jazzunique.

Liability for defects does not cover such defects as are attributable to natural wear and tear, moisture, excessive heating as well as unprofessional handling or storage on the customer's site. Similarly liability for defects does not cover such deviations in the form, size, colour and nature of the materials used as can be considered reasonably acceptable.

11.7

The customer is obliged to notify Jazzunique of any defects without delay and to give it the opportunity of examining and making its own findings in respect of the given defects.

Should complaints in respect of defects be lodged late or no objections be made with regard to known defects during the acceptance process, the liability for defects lapses completely.

Liability for defects lapses too in such cases where the customer itself makes changes to the services rendered or impedes Jazzunique in its attempt to examine or rectify defects or prevents it from doing so at all - this occurs generally as far as complaints in respect of defects are concerned after the end of an exhibition/event or in the case of defects occurring or becoming known during an exhibition/event.

11.8

In the event that the customer fails to meet its contractual obligation (acceptance) and Jazzunique claims compensation due to non-fulfilment, Jazzunique may claim 40 % of the order sum as compensation generally and as much as 60 % in the case of the rental provision of the items concerned. The customer then has the option of proving that the value of the damage incurred by Jazzunique was less; Jazzunique has the option of proving the value of the damage was higher and claiming enhanced compensation.

12. Liability and warranty

12.1

Should Jazzunique appoint third-party companies on behalf of the customer to provide services or supplies, compensation claims vis-à-vis Jazzunique may not be asserted by the customer unless Jazzunique violates its duty of diligence and care in the selection of the third-party companies concerned.

12.2

Jazzunique is only liable vis-à-vis the customer for payment of compensation due to contractual non-compliance or tortious acts if Jazzunique, i.e. an employee, managing director or agent of Jazzunique, is guilty of wilful or grossly negligent behaviour. This exemption does not apply to such compensation claims as are based on the assumption of a guarantee by Jazzunique or on provisions set out in the German Product Liability Act or on damage to limb, life and health. The level of compensation is in all cases limited to the level of the agency payment agreed in the cost estimate.

12.3

Insofar as damage is caused by subcontractors of Jazzunique or by artists brokered by it, Jazzunique is only liable in the case of wilful or grossly negligent behaviour. The scope of liability is limited in such cases by way of Jazzunique assigning its own contractual compensation claims vis-à-vis subcontractors and/or artists brokered by it to the customer and supporting the latter in the enforcement of its claims.

12.4

In connection with the supply of goods, Jazzunique is only liable in the case of wilful or grossly negligent behaviour limited to an amount equivalent to the value of the goods concerned. Should suppliers at no fault of Jazzunique fail to deliver or render services in a due manner with the result that Jazzunique cannot provide its services as set out in the contract, Jazzunique is only liable vis-à-vis the customer insofar as Jazzunique assigns its own compensation

claims vis-à-vis the supplier to the customer and supports the latter in the enforcement of its claims.

12.5

No warranty or liability for the success of the event is assumed by Jazzunique. Nor does Jazzunique assume any liability for the suitability and availability of the locations concerned, the correctness of the information provided by the location operators or for the suitability of the staff deployed (promoters, hostesses, etc.). Jazzunique assumes no liability either for damage occurring in connection with the usage of the event venue.

12.6

Jazzunique is not liable for any claims asserted vis-à-vis the customer in connection with the event, with specific regard to the customer's court and legal fees as well as to compensation and other claims lodged by third parties.

12.7

For free advice, information or other free services, Jazzunique assumes no liability.

13. Final provisions/Severability clause

Amendments and additions to these terms and conditions are invalid unless agreed in writing. Should individual provisions set out in these terms and conditions be or become invalid, the validity of the other terms and conditions remains unaffected by this. The invalid provision is to be replaced by such valid provision

as comes closest to the intended purpose of the invalid one.

14. Place of jurisdiction

The place of jurisdiction is deemed to be Frankfurt/Main insofar as the contracting parties are registered traders or legal entities under public law. Jazzunique reserves the right however to take legal action against the customer at the place of jurisdiction of the latter's registered office or domicile.

15. Place of fulfilment

The place of fulfilment is deemed to be the registered office of Jazzunique, Frankfurt /Main.

16. Applicable law

These terms and conditions of business and all other legal relations between Jazzunique and the customer are subject to German law. The validity of the UN Convention on the International Sale of Goods is excluded.

Status: August 2015