

General Terms and Conditions of Carl Konferenz- & Eventtechnik GmbH & Co.

A. Scope of Application/Conclusion of Contract

These General Terms and Conditions apply to all legal transactions between Carl Konferenz- & Eventtechnik GmbH & Co. and its clients. Deviating terms and conditions of the Principal shall only become part of the contract if they are expressly acknowledged in writing. Cost calculations of Carl Konferenz- & Eventtechnik GmbH & Co. are always subject to change. The client may agree to the offer verbally, by telephone or in writing. Acceptance of the order shall always require confirmation of the order by Carl Konferenz- & Eventtechnik GmbH & Co. to be effective. Upon receipt of the confirmation and in the absence of an objection by the client, the order for the service shall become binding for both parties.

B. Payment and default of payment

The payment for the service shall be agreed separately in writing. If no other agreements have been made, one third of the agreed price for the services to be provided by Carl Konferenz- & Eventtechnik GmbH & Co. shall be paid no later than 4 weeks before the order is fulfilled, and a further third 10 days before delivery. The final invoice shall be issued after completion of the order and shall be due for payment without deduction upon receipt by the Customer. The prices do not include the statutory value added tax. If payments are not made at the agreed time, Carl Konferenz- & Eventtechnik GmbH & Co. reserves the right to withdraw from the contract due to unilateral non-performance on the part of the Principal and to claim damages. The amount of this claim shall be calculated on a case-by-case basis, but shall amount to at least the sum of the agreed remuneration. Furthermore, in the event of default in payment, Carl Konferenz- & Eventtechnik GmbH & Co. shall be entitled to charge default interest of at least 5 percentage points above the respective base interest rate.

C. Subject to change

Carl Konferenz- & Eventtechnik GmbH & Co. is entitled to change the agreed contractual services in a reasonable manner for the client (e.g. in the event of the cancellation of artists, technical equipment, etc.) as long as this does not change the value of the services to the disadvantage of the client. The contractor is also free in the order processing and design of the program, especially if it serves the success of the event.

D. Withdrawal by Carl Konferenz- & Eventtechnik GmbH & Co.

In addition to the aforementioned right of withdrawal due to failure to secure payment (B), the Contractor shall be entitled to withdraw from the contract in the following cases:

- a) Failure of artists, service providers or services of third parties, without being able to provide adequate replacement in a reasonable manner.
- b) In principle, in the event of a justified withdrawal by Carl Konferenz- & Eventtechnik GmbH & Co. the client shall not be entitled to claim damages. This can only be claimed in the event of negligence

or gross negligence on the part of Carl Konferenz- & Eventtechnik GmbH & Co. and shall amount to a maximum of the agreed fee.

E. Withdrawal of the client

The client can withdraw from the contract up to the day of the order fulfillment (e.g. event). This must be done in writing. In this case, the Principal shall be obliged to pay damages, including lost profits. Carl Konferenz- & Eventtechnik GmbH & Co. is entitled to demand a lump-sum compensation instead of a detailed calculation of damages (cancellation costs). This is structured as follows: - in the event of cancellation after conclusion of the contract: 30% of the agreed remuneration - in the event of cancellation from 6 weeks before the start of the order: 80% of the agreed remuneration - in the event of cancellation from 7 days before the start of the order: 100% of the agreed remuneration.

F. Freelancers

The freelancers brought into service have been checked by Carl Konferenz- & Eventtechnik GmbH & Co. for their qualifications and selected in accordance with the requirements of the contract. The freelancers will be made available to the client only for the performance of the activities specified in the contract. Should it be necessary during the assignment to provide qualifications other than those agreed in the contract, this must be agreed in advance with Carl Konferenz- & Eventtechnik GmbH & Co. or its representative. Fee changes are only possible in the course of the execution of an individual order if the qualifications change.

G. Warranty

Obvious defects in the service must be reported to Carl Konferenz- & Eventtechnik GmbH & Co. in writing within a two-week period after the service has been provided, otherwise the warranty claim shall expire. Only the client is entitled to claims due to defective service provision and these are not assignable.

H. Liability/Limitation

a) Carl Konferenz- & Eventtechnik GmbH & Co. shall assume liability only to the extent that such liability is expressly provided for in the above terms and conditions. In particular, claims arising from positive breach of contract, from culpa in contrahendo or non-contractual liability are excluded. The exclusion of liability does not apply to cases in which liability is based on intent or gross negligence. Carl Konferenz- & Eventtechnik GmbH & Co. shall be liable for the fault of its vicarious agents, representatives and freelancers only to the extent that it is also personally liable under the above provisions. The aforementioned claims shall become time-barred within a period of 6 months from the date of performance.

b) If the fulfillment of the contract is influenced by force majeure or becomes impossible, claims for reduction or damages are excluded.

c) A liability of the contractor is not applicable if the failure of the service is due to lack of support of the client.

d) A guarantee for the success and/or the liking of events is not assumed.

e) The Principal retains the right to rectification of defects, which he must notify the Contractor of during the event, stating the exact defects. Carl Konferenz- & Eventtechnik GmbH & Co. shall have a reasonable period of time for remedial action. If the Principal culpably omits this notification, subsequent claims for compensation shall be excluded.

I. Protection against competition

The technicians employed by Carl Konferenz- & Eventtechnik GmbH & Co. may not be employed by the Principal, not even on a temporary basis, and/or directly commissioned as freelancers for a period of 24 months after termination of their employment with the Principal. A contractual penalty of EUR 3,000 shall be agreed for each case of violation.

J. Rights of use

Carl Konferenz- & Eventtechnik GmbH & Co. is entitled to use pictures, film material etc. taken during the event for its own advertising purposes and presentations. This also includes branded products of the Principal. The client is not entitled to further use the calculations, materials, presentations, ideas, etc. provided to him in the initiation of the business relationship. All these services, ideas and concepts are the intellectual property of Carl Konferenz- & Eventtechnik GmbH & Co.

K. Final clause

The place of jurisdiction is Hamburg, provided that the client is a registered trader. This place of jurisdiction shall also be deemed to be agreed if the client does not have a general place of jurisdiction in Germany or if, after conclusion of the contract, his place of residence or habitual abode is unknown at the time the action is brought. If individual provisions of the aforementioned agreements or the underlying provisions are void, this shall not affect the validity of the remaining provisions. The law of the Federal Republic of Germany shall apply exclusively.

Data protection

Carl Konferenz- & Eventtechnik GmbH & Co, Heselstücken 9, 22453 Hamburg, Germany, protects your personal data and takes appropriate measures for its security. The collection, processing and use of your personal data is carried out in strict compliance with the applicable data protection regulations, in particular the provisions of the General Data Protection Regulation (DSGVO) and the Telemedia Act (TMG).

Other data processing

The use of our website is generally possible without providing personal data. Insofar as personal data (for example, name, address or e-mail address) is collected on our pages, this is always done, as far as possible, on a voluntary basis. If you use the forms provided on our website to register for an event, we store and use the data provided therein (name, postal or e-mail address, etc.) to perform the service you have requested and for further correspondence with you. Further data will only be collected and processed if a contractual relationship is to be established between you and Carl Konferenz- & Eventtechnik GmbH & Co. or if the content of the relationship is to be changed or amended. We use the data collected for this purpose only to the extent necessary to implement the contractual relationship.

Reservation of consent

If we wish to collect, process or transmit personal data for purposes other than those stated above, we will first obtain your express and voluntary consent. The use of our offer will not depend on the granting of your consent, insofar as this is legally and technically possible. Once you have given your consent to the further use of your personal data, you can revoke it at any time with effect for the future. Please address the revocation to Carl Konferenz- & Eventtechnik GmbH & Co, Heselstücken 9, 22453 Hamburg, Germany, or by e-mail to office@carl-group.de .

Disclosure of personal data to third parties

We use your personal data exclusively for our own purposes as stated above. As a matter of principle, data will not be passed on to third parties unless you have consented to this or unless this is permitted by law in order to carry out the services you have requested. If we commission third parties to process data in support of our business operations, they must undertake to comply with our data protection standards and grant us a right to verify compliance with these standards and the statutory requirements. Carl Konferenz- & Eventtechnik GmbH & Co, remains legally responsible for compliance with the statutory data protection regulations even in this case ("commissioned data processing"). Insofar as the use of the data involves a transfer to countries without an adequate level of data protection, we will create sufficient guarantees to protect the data.

Cookies

The Internet pages partly use so-called cookies. Cookies do not cause any damage to your computer and do not contain viruses. Cookies serve to make our offer more user-friendly, more effective and safer. Cookies are small text files that are stored on your computer and saved by your browser. Most of the cookies we use are so-called "session cookies". They are automatically deleted after the end of your visit. Other cookies remain stored on your terminal device until you delete them. These cookies allow us to recognize your browser on your next visit. You can set your browser so that you are informed about the setting of cookies and only allow cookies in individual cases, exclude the acceptance of cookies for certain cases or in general and activate the automatic deletion of cookies when closing the browser. If cookies are deactivated, the functionality of this website may be limited.

Contact person, right to information and correction

If you have any further questions or comments about our data protection principles, you can contact us at any time. You also have a right to information at any time about whether and which personal data we have stored about you. At your request, the information can also be provided electronically. You have the right to have inadmissible data deleted/blocked or to have inaccurate data corrected. Upon request, we will also be happy to provide you with information on this at any time.