WEITBLICK

General Terms and Conditions of Weitblick GmbH (hereinafter "Weitblick")

§ 1 Scope of Application, Conclusion of Contract, and Relevant Conditions

1.1 Weitblick provides all deliveries and services in the area of event management, including the provision of conference, banquet, and event rooms at the Weitblick Eventlocation, exclusively based on the following General Terms and Conditions (hereinafter referred to as GTC).

2.1 The GTC also apply to all additional and supplementary orders as well as for all future deliveries and services by Weitblick, even if they are not separately agreed upon again.

3.1 Deviating contract conditions of the customer shall not apply unless Weitblick has expressly agreed to their validity, wholly or in part. Even if Weitblick refers to a letter containing the customer's terms and conditions or refers to such terms, this does not imply consent to the validity of those terms and conditions. The same applies to the acceptance of services or payments.

§ 2 Offers and Prices

2.1 Offers from Weitblick are always non-binding. A contract is concluded when Weitblick accepts the customer's order in writing via email, fax, or mail. If the service is provided by Weitblick without explicit acceptance, the contract is concluded with the commencement of the performance under the terms of the offer.

2.2 Deliveries and services are provided at the prices and special conditions of the respective offer, possibly along with individually agreed additional conditions in writing.

§ 3 Dates

3.1 Dates are binding if they have been individually agreed upon in writing as binding.

3.2 A reservation for a specific date does not give rise to a claim to a subsequent conclusion of a contract. However, the customer and Weitblick undertake to promptly notify each other of a planned non-use or alternative allocation of the reserved date.

3.3 It is at the sole discretion of Weitblick to grant the customer an option for the desired date. The option period automatically expires on the date mentioned in the offer or other written correspondence by Weitblick without the need for further explanation. An extension of the option period is generally possible but requires explicit written confirmation by Weitblick.

§ 4 Subject Matter of the Contract

4.1 The content, nature, scope, duration, and purpose of the services to be provided by Weitblick are conclusively determined by the offer signed unaltered by the customer, unless otherwise agreed upon in individual cases. Otherwise, the rights and obligations of the parties arise from:

The offer from Weitblick
These GTC
The house rules
The legal regulations to the extent they are not deviated from herein

4.2 The customer specified in the offer is simultaneously the organizer of the event and bears the responsibilities arising from the conduct of the event.

4.3 Subleasing or further transfer of the entire contract object or parts thereof is only possible with prior consent from Weitblick. There is no entitlement to consent; § 540 I sentence 1 BGB does not apply insofar as the customer is a consumer.

4.4 In the event of force majeure, such as a fire or other unforeseen events that impair the use of certain rooms, facilities, items, or services, the customer's entitlement to these can be revoked by Weitblick. In such cases, Weitblick undertakes to provide the customer with an equivalent alternative. The equivalence of the alternative is determined based on the current price list of Weitblick. The provision of an equivalent alternative does not entitle the customer to a reduction in price or refund.

4.5 Any ancillary areas (foyers, corridors, and other spaces) outside the space exclusively assigned to the customer may only be used as necessary. Expanding the event itself to these areas is not permitted. This applies in particular, but not exclusively, to the placement of seating, standing tables, photo booths, etc., as well as the (interim) storage of equipment, transport, or packaging materials.

4.6 Deliveries and services not explicitly mentioned are neither due as a main nor as an ancillary service unless these deliveries and services are essential for the performance of the explicitly mentioned services.

4.7 Weitblick may demand compensation beyond the amount stipulated in the offer for additional efforts provided, provided:

Weitblick performs deliveries and services that go beyond the content and scope of the offer, or
Additional effort arises due to improper fulfillment of the customer's obligations.

4.8 Insofar as Weitblick is entitled to demand compensation beyond the agreed amount, this will be invoiced, unless otherwise agreed in writing between the parties, according to the list prices and hourly and daily rates and billing segments of Weitblick valid at the time of service provision.

§ 5 Return of the Contract Object

5.1 At the end of the agreed contract and/or usage period, the customer is required to return the contract object in a proper condition.

5.2 Weitblick is authorized to clear and clean the assigned area and prepare it for the next event. § 545 BGB is excluded.

5.3 If the customer delays in fulfilling the obligation to clear and hand over, Weitblick is entitled to have the rooms cleared at the customer's expense and risk.

5.4 Weitblick is entitled to demand compensation for loss of use from the customer. This does not affect any claims of Weitblick for damages and late return.

§ 6 Compensation / Prices

6.1 The customer undertakes to pay all contractually agreed services as well as any additionally incurred services. This also applies to services ordered directly or through Weitblick that are provided by third parties. This includes, in particular, compensation claims from copyright collecting societies.

6.2 The billing of food costs is based on the prices in the offer and the reported number of guests. The final number of guests must be communicated to Weitblick in writing no later than 10 working days before the event date. A cost-effective reduction is no longer possible after this time.

6.3 The billing of drink costs is based on the prices in the offer and the reported number of guests. The final number of guests must be communicated to Weitblick in writing no later than 3 working days before the event at 12:00 noon. Any reductions in the number of guests reported or not reported after this time as well as so-called "no shows" will be charged at €10 per person. This regulation applies exclusively to drink packages. If it is agreed that drinks are to be billed based on actual consumption, the final billing will be based on the consumption after the event.

6.4 Unless otherwise agreed, invoices from Weitblick are payable immediately and within 14 working days after the date of the invoice to the account specified in the invoice.

6.5 Advance payments: Weitblick is entitled to request a reasonable advance payment or security deposit. The amount of any advance payment depends on the circumstances of the individual case and can amount to up to 100% of the contract sum. As long as a possibly required advance payment or security has not been made, Weitblick is not obliged to perform the services. Normally: 30% down payment upon signing the offer.

6.6 Weitblick is entitled to charge interest at the rate of 5% at maturity. In case of delay, Weitblick is entitled to demand interest at the rate of 5% for consumers and 9% for commercial transactions, each above the base interest rate. The right of Weitblick to claim higher damage remains unaffected.

6.7 Weitblick is entitled to request a reasonable cash deposit. Upon proper clearing and handover, this will be refunded to the customer after settling the invoice. Weitblick is entitled to retain costs for the elimination of possible damages or for wear exceeding normal use from the deposit. The deposit will be settled and any remaining balance will be refunded as soon as it is confirmed that Weitblick has no further claims against the customer.

6.8 The customer is generally not entitled to bring their own food and beverages. Exceptions require express agreement. Weitblick is entitled to charge a surcharge to cover general expenses in this respect.

§ 7 Withdrawal by the Customer

7.1 Withdrawal by the customer requires that a contractual right of withdrawal has been agreed with Weitblick or that a statutory right of withdrawal exists.

7.2 Any agreed right of withdrawal can only be exercised up to the contractually agreed date free of charge. Thereafter, the customer's right of withdrawal expires.

7.3 If a contractual right of withdrawal does not exist or no longer exists and Weitblick does not consent to an amicable termination, Weitblick retains the claim to the agreed remuneration even if the service is not utilized. Weitblick is to offset any income from renting the rooms otherwise, as well as any saved expenditures. The saved expenditures can be standardized according to the following provisions in clause 4. The customer's right to prove to Weitblick that a lower or no claim has arisen in the demanded amount remains unaffected.

7.4 Cancellation costs in case of customer withdrawal:

- From order confirmation to 90 working days before rental start: 30% of the total costs of the last signed offer
- 89 to 30 working days before rental start: 50%
- 29 to 15 working days before rental start: 75%
- 14 working days to rental start: 100% of the total costs of the last signed offer

The event day itself is not counted as a working day. Saturdays are always counted as working days.

7.5 The customer is obligated in any case to reimburse Weitblick for costs arising from the customer's withdrawal (e.g., from non-cancellable liabilities). Exception: Force majeure (e.g., governmental order due to a pandemic). If an event ban is in effect on the day of the event, only 10% of the total costs of the signed offer are due. These 10% costs comprise the effort of proposal preparation and consultation. Possible tasting sessions and on-site appointments are to be considered separately.

§ 8 Withdrawal by Weitblick

8.1 Weitblick is entitled to withdraw from the contract without prejudice to further statutory rights if:
a) the customer either does not make the payments or provide the proofs required by him or her in a timely manner or fails to meet other contractual obligations despite reminders;
b) the customer changes the intended use/purpose without the consent of Weitblick;
c) disturbances of public safety and order, personal or property damage, or a tarnishing of the lessor's reputation are imminent;
d) the necessary official permits or licenses required for the rental are not granted;
e) the contract object cannot be provided due to force majeure.

8.2 Withdrawal must be declared to the customer without delay.

8.3 If the withdrawal is caused by the customer, Weitblick may claim the costs incurred until the withdrawal and contractually agreed as well as non-cancellable liabilities from the customer.

§ 9 Use of the Contract Object / Custody Duties

9.1 The purpose of use for the event is agreed contractually. Deviations require written consent from Weitblick. There is no claim to consent. In particular, Weitblick is entitled to refuse consent if the event is intended to promote and disseminate content that glorifies violence, is politically extreme, or endangers youth.

9.2 Any damages to the contract object must be reported to Weitblick in writing without delay.

9.3 The customer must appoint a responsible person who is particularly present during the use of the contract object and accessible for Weitblick.

§ 10 Conditions for Room Rentals

10.1 Furnishing

10.1.1 The contractually agreed furnishing is set up by Weitblick or companies commissioned by them in consultation with the customer, taking into account the requirements and relevant regulations of the assembly places ordinance before the start of the event or within the agreed setup times.

10.1.2 Subsequent requests for changes to the coordinated furnishing are only permitted with prior consent from Weitblick. The customer must bear the resulting additional costs.

10.1.3 The placement/use of furniture outdoors may be prohibited by Weitblick depending on weather conditions.

10.2 Advertising

10.2.1 The advertising for an event occurring within the contract object is the sole responsibility of the tenant. In rooms and on the premises of Weitblick and the property owner that are not part of the contract object, it requires the special consent of Weitblick.

10.2.2 Advertising material (posters, flyers, etc.) intended for use must be presented to Weitblick on request before publication. Weitblick is entitled to refuse publication if it could damage the public image of Weitblick or otherwise opposes significant interests of Weitblick.

10.2.3 Weitblick is not obliged to remove advertising material already present on its premises at the time of submission (item 2.2), even if a competitive relationship exists with the tenant's advertising objects. Weitblick is entitled to present itself in all its own rooms in the form of self-advertising of any kind.

10.2.4 Texts and impressions concerning Weitblick are specified by it. On all printed materials, posters, tickets, invitations, etc., the organizer must be indicated to make clear that there is only a legal relationship between the event visitors and the customer, not between visitors, third parties, and Weitblick.

§ 11 Liability

11.1 The customer is liable for items brought in by him or her, as well as for all personal and property damage caused by him, his agents, guests, or other third parties involved in the event due to negligent actions and indemnifies Weitblick against third-party claims for damages to this extent.

11.2 Insofar as such damages or their removal hinders further use of the room, the customer is also liable for the resulting rental loss. This does not affect the broader statutory liability of the tenant.

11.3 Weitblick is liable under statutory provisions without limitation for damages:

a) resulting from injury to life, body, or health;

b) caused by intentional or grossly negligent breach of duty by Weitblick or a legal representative or vicarious agent;

c) due to the absence or lapse of a warranted characteristic or breach of a quality guarantee.

11.4 Weitblick is also liable, limited to compensation for typical, foreseeable damage, for damages resulting from the negligent breach of cardinal obligations or essential

contractual obligations by Weitblick or one of its legal representatives or vicarious agents.

11.5 For other damages resulting from negligent behavior, Weitblick is liable per damage case limited to the amount of the fee for the event.
11.6 Liability under the Product Liability Act remains unaffected.
11.7 Weitblick is not liable for impairments due to force majeure (e.g., storm, flood).
11.8 Any liability of Weitblick beyond the above is excluded; this also applies in particular to any liability without fault for initial defects of the rental object according to § 536a paragraph 1 BGB for defects that were already present at the time of the conclusion of the contract.

§ 12 Miscellaneous

12.1 Any changes and/or side agreements to contracts require written form.
12.2 German law applies.
12.3 The place of fulfillment for all obligations arising from the contract by both parties is Munich.
12.4 Should individual provisions of these contractual conditions be or become wholly or partially ineffective, the remaining provisions shall remain legally effective according to the will of the contracting parties. The ineffective provision is to be replaced in this case by one that comes closest to the intent of the parties in a legally permissible manner.

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