

General Terms and Conditions of TGF Eventcreation

I. General provisions

1. Scope

1.1 In all contractual relationships in which TGF Eventcreation, owner Teywan Gilles Foroughi, Goethestr. 49, 80336 Munich, Germany (hereafter referred to as "TGF") provides services to other companies or entrepreneurs, legal persons under public law, or special funds under public law (hereafter referred to as "customer"), these general terms and conditions (GTCs) apply exclusively. Unless otherwise agreed, the GTCs apply in the version valid at the time of the customer order or in any case in the latest version sent to the customer in text form as a framework agreement also for all future contracts, without TGF having to refer to them in each individual case.

1.2 The GTCs apply exclusively. No contradictory or supplementary conditions of the customer shall apply – unless agreed in writing by TGF –, even if TGF is to fulfil a contract or provide a service without explicitly objecting to such conditions.

1.3 Individual agreements made singly with the customer have priority over these GTCs in every case. A written contract or written confirmation by TGF is decisive for the content of such an agreement, conditional upon evidence to the contrary.

References to the validity of statutory provisions are made only for the sake of clarification. Therefore, even without such a clarification, the statutory apply, insofar as they are not directly amended in or excluded from these GTCs.

2. Contract conclusion

2.1 Offers by TGF are subject to change and non-binding, unless they have been designated explicitly as binding offers. This also applies when TGF transfers to the customer any catalogues, technical documentations (e.g. drawings, plans, estimates, calculations), other product descriptions or papers – also in electronic form –, to which TGF retains all rights of ownership, usage and copyright.

2.2 The order by the customer is deemed to be a binding contractual offer.

TGF has four weeks to accept or decline customer orders. In case of doubt, the content of the TGF offer or order confirmation shall apply to the contract unless the customer has placed an order or has not objected immediately after order confirmation.

2.3 If the contracted service from TGF cannot be provided for no fault of its own, because, for example, one of its upstream suppliers or service providers has failed to provide its services as agreed, TGF will inform the customer immediately and suggest a comparable replacement service. If no comparable service is possible or the customer no longer wants the service, TGF may withdraw from the contract and will immediately return any monies paid to the customer.

3. Formal requirements

3.1 Contractual guarantees and promises, in particular when they go beyond the scope of this business relationship, require explicit and written confirmation by TGF.

3.2 Any amendments and supplements to the contracts between TGF and the customer must be made in writing. The written-form requirement stipulated here and elsewhere in these GTCs may be suspended by e-mail, fax or letter. Otherwise, however, § 127 clauses 2 and 3 BGB do not apply.

3.3 Legally-relevant notifications of the customer with regard to the contract (e.g. deadlines, withdrawal) must be submitted in text form. Statutory formal requirements and other evidence, in particular in cases of doubt about the legitimation of the declarer, remain unaffected.

4. Precontractual stage

These terms and conditions also apply to pre-contractual obligations, in particular with respect to copyright. Precontractual items and documents (such as plans, sketches, drawings, physical and non-physical presentations and proposals) remain the intellectual property of TGF. Reproduction or distribution is not allowed.

5. Time of performance, employees, subcontractors

5.1 Deadlines and completion dates are not fixed dates unless they have been expressly agreed in writing by TGF as such.

5.2 TGF is free to decide how many and which employees, freelancers, or subcontractors will be used and which services will be outsourced to third parties.

6. Extensions

6.1 If the customer sets deadlines or grace periods for supplementary performance or to remedy a defect or issue, these time limits must be reasonable and allow TGF at least two attempts. The deadline is generally at least 10 working days, unless an even shorter-term remedy is required to preserve the legitimate interests of the customer, taking into account the technical feasibility based on the scope and difficulty of the issue.

6.2 Any deadlines set by the customer must be at least ten working days, except in urgent cases. If the fruitless expiry of a period entitles the customer to terminate the contract (for example, by resignation, dismissal or compensation instead of performance) or to reduce the remuneration, the customer must threaten these consequences of an expired period in text form together with the time limit. TGF may, after expiration, extend a period pursuant to clause 2, so that the customer exercises its resulting right within two weeks after receipt of the request.

7. Remuneration; terms of payment

7.1 All prices are fixed prices, unless expressly agreed otherwise.

7.2 All prices are excl. the applicable sales tax, unless the sale would be exempt from VAT.

Invoices are payable immediately upon invoicing without discount. From 30 days after receipt of the invoice, interest is due at the rate of the applicable statutory default interest rate.

7.3 If a payment is made on time, the information provided in an offer or in the order confirmation of TGF is only a calculation or an estimate, unless expressly stated that a standard fee is agreed. Unless the parties agree to a calculation at cost, TGF may require the customer to sign off a working proof provided by TGF and its employees. The expenses incurred are included in the bill or in a separate attachment to the bill. Should the customer not file an objection to the bill in writing within two weeks, the customer bears the burden of proving any inaccuracy.

8. Offsets; right of retention

8.1 The customer may only offset undisputed or legally established claims.

8.2 A right of retention or defence of breach of contract are only available to the customer within the respective contractual relationship.

9. Liability

9.1 Unless otherwise stated in these GTCs, including the subsequent provisions, TGF is liable for any infringement of contractual and non-contractual obligations in accordance with the statutory provisions.

9.2 TGF is liable for compensation – irrespective of legal reason – within the context of fault-based liability in the case of intent or gross negligence. In the case of minor negligence, TGF is liable in accordance with statutory provisions, subject to a more lenient scope of liability (e.g. for exercising care in its own matters), only

- a. for damages arising from injury to life, person or health,
- b. for damages arising from the significant breach of an essential contractual obligation (cardinal obligation); in this case, however, the liability of TGF is limited to compensation for foreseeable, typically occurring damages.

9.3 The liability limitations described in Clause 9.2 also apply in the case of breaches of duty by or for the benefit of persons, the cause of which TGF is responsible under statutory provisions. They do not apply if TGF has fraudulently concealed a defect or has given a quality guarantee, or for claims of the customer under the Product Liability Act.

10. Retention of title

TGF retains ownership and the rights to the contractual services until full payment is made under the contract. The customer is only entitled to resell or transfer after written notification to TGF and only in the ordinary course of business.

11. References

TGF is permitted to specify the customer in print or online publications as a reference customer and to publish a reasonable number of photos of the visualisation and the work carried out. TGF takes the legitimate interests of the customer into account.

12. Applicable law and place of jurisdiction

12.1 The law of the Federal Republic of Germany, excluding the UN Sales Convention, applies.

12.2 If the customer is a merchant, a legal person under public law, or a special fund under public law, Munich is the sole – also international – jurisdiction for all disputes arising from and in connection with the contractual services. In the case of legal disputes, TGF may choose also to file a suit at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding sole responsibilities, remain unaffected.

12.3 The place of performance is Munich, unless otherwise agreed.

13. Severability clause

13.1 If any provision of these General Terms of Business is invalid or unenforceable, this shall not affect the validity of the remaining provisions.

13.2 The parties will endeavour to replace the ineffective provision with an effective one that has a business purpose as close to that of the ineffective provision as possible.

II. Design, visualisation

In the design and visualisation phase, the provisions of this section apply primarily; supplementing those of section I (general provisions).

1. Performance object

1.1 TGF will design and visualise the device, interior or the booth according to the specifications of the customer, especially in terms of budgeting, and on the basis of the offer accepted by the customer.

1.2 TGF provides the contractual services according to the recognised technical regulations and the regulations in force at the time of the expected receipt of the service.

1.3 TGF agrees to create the number of designs specified in the offer; basic compensation is agreed for this. If the customer commissions the creation of further designs, which represents not only a minor rescheduling of previously created designs commissioned, these are subject to additional remuneration as specified in the offer.

2. Copyright licences

2.1 Subject to the payment of full compensation, TGF provides the customer with the unlimited and exclusive copyright to use the designs from the respective underlying design. These designs may, unless otherwise agreed, not be used for other items that are processed or altered or used by third parties. Spatially, the copyright licence is limited to the premises on which TGF based the designs.

2.2 TGF states that he is entitled to give the copyright for use and is not burdened with rights of third parties.

2.3 In addition, the parties agree on the appropriate application of intellectual property rights legislation, in particular §§ 15 ff., 31 ff. of the Copyright Act even in the event that original copyright protection does not arise.

2.4 TGF retains, even after delivery of the work, the owner of drafts, original drawings, artwork, models and other for use as templates

3. Termination

§ 648 BGB applies for termination by the customer, provided that TGF retains the right to contractual remuneration in the event of termination, however with the deduction of the saved expenses and other income opportunities, which are agreed at 20% for the services not yet provided by TGF. The customer reserves the right to prove that the deductions to be made should be greater.

III. Execution

In the execution phase, the provisions of this section apply primarily; supplementing those of section I (general provisions).

1. Performance object

1.1 The preparation of a design must be explicitly authorised by the customer. Any commissioning of a service of draft produced by TGF in accordance with clause II will provide the contractual services according to the recognised technical regulations and TGF regulations.

1.2 A deviation from the contracted service standard is harmless when it results in an equivalent or even higher quality performance.

2. Calculation of remuneration for design and implementation

The agreed basic compensation for design and visualisation will be credited to the price agreed with the customer and due from that compensation for work for the realisation of the project; the additional fee for the creation of additional designs is excluded.

3. Order extensions

TGF agrees to carry out, at the request of the customer, order extensions to the initially contracted service, as long as its operation is focused on such services and provided that the contract extension is reasonable. Such services may only be carried out pursuant to written authorisation from the customer.

4. Customer requirements on the construction site

The customer is obligated to provide site electricity, construction water in the required quantity on site, unless otherwise agreed.

5. Transfer of risk, acceptance

5.1 Formal acceptance is agreed for acceptable services.

5.2 In the case of minor defects, the customer may not refuse acceptance, however, they may accept with reservations.

5.3 Acceptance shall be declared by the customer unless objections are raised by the customer within two weeks of the date of delivery in writing.

6. Defects and deficiencies; limitation

The Contractor shall perform in accordance with the legal provisions of BGB (§§ 633 et seq.) Liability for the contractual quality of its services. Unless the parties agree any specific nature of services or partial services, the warranty is limited to the fact that the performance or partial performance of the contract presupposed, or otherwise customary, suitable use and services of this type.

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IV. Rental of items for event and trade fair concepts

If the subject matter of the contract concerns the rental of items for event or trade fair concepts, the provisions of this section shall take precedence; supplementing those of Titles I (general provisions), II (conception, visualization) and III (performance).

1. Obligations of TGF

1.1 The scope of the services provided by TGF is the result of the offer or the written order confirmation. Performance data and samples are only binding if they are confirmed in writing.

1.2 Agreed shipping, completion and handover deadlines and dates are not binding, unless they are confirmed by TGF in writing. The beginning of the customer delivery, completion and handover periods requires the clarification of all technical questions.

If TGF is responsible for the non-fulfilment of the agreed deadlines and dates, the customer is entitled to compensation for the delay, but this can be no more than 10% of the invoice value of the delayed performance. Further claims are excluded provided that the delay is not due to gross negligence or intent of TGF. Section I No. 9 remains unaffected.

1.3 The compliance with the delivery, completion and handover deadlines by TGF requires timely and proper fulfilment of the obligations of the customer, in particular the timely receipt of payments, if agreed.

1.4 If the customer delays acceptance or violates other obligations to cooperate, TGF is entitled to demand compensation for damages incurred, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item at the time to the customer in which he is delaying taking delivery thereof.

2. Obligations of the customer

2.1 The customer shall ensure free access to the venue, loading and unloading during assembly and dismantling and ample free parking in the immediate vicinity.

2.2 The customer may only use the leased items appropriately and must avoid excessive consumption, and protect them against fire, water damage, burglary and other loss. The customer is fully liable for lost objects or their damage and improper use.

2.3 All leased objects are not insured during the contract period by TGF; rather the customer is responsible for ensuring adequate insurance coverage against fire, water damage, burglary and other loss.

2.4 During the rental period, including the construction and dismantling time, the customer must provide appropriate security.

2.5 The customer provides free, adequate catering for the construction and dismantling team of TGF.

3. Delivery and service delay

3.1 In the event of delivery and service delays due to force majeure and due to events that are beyond the control of TGF and impede performance or make it impossible, such as strikes, lockouts, official directives, failures or defects involving the operators of physical networks, even if they concern third parties, TGF is not responsible even in case of binding deadlines. They entitle TGF to postpone the service for the duration of the obstruction for a reasonable time or to cancel the contract because of the part not yet fulfilled completely or partially.

3.2 If a significant obstacle occurs, which can be represented by TGF, the customer is entitled to reduce payments only for current services affected by the obstacle appropriately. This means those obstacles that could make things considerably more difficult for the customers who use the service or when multiple services are contracted and the use of individual services is completely impossible.

4. Shortcomings

4.1 The customer is obliged to examine the services/goods of TGF immediately after construction.

4.2 Removal of furniture takes place immediately after the end of the construction, i.e. before the start of the event. By this point any shortcomings must be clearly and unequivocally indicated. Later notifications of defects are ineffective.

4.3 Defects that cannot be detected by a thorough examination during the acceptance and are observed by the contractor

subsequently, are reported immediately by fax or by email.

4.4 The warranty is limited to repair or replacement. However, the customer is entitled to demand a reduction in payment or cancellation of the contract within a reasonable time after the third failure of the repair.