



## PROJEKT SPIELBERG GMBH & CO KG

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### GENERAL TERMS AND CONDITIONS OF PROJEKT SPIELBERG GMBH & CO KG CONCERNING THE CO-OPERATION WITH THE CONTRACTUAL PARTNER TO ENSURE THE PROVISION OF CATERING SERVICES FOR THE PARTICIPANTS AND VISITORS OF THE APPLICABLE EVENTS IN 2019

These General Terms and Conditions are the basis of all catering-related contracts for all events in 2019. Therefore, they form the legal basis of all contracts for all provisions that are not the subject matter of written special agreements. They define the rights and obligations of Projekt Spielberg GmbH & Co KG and those of the contractual partner.

They override any and all terms and conditions imposed by the contractual partner (of whatever form) that are incompatible with them, provided that they have not been acknowledged expressly in writing by Projekt Spielberg GmbH & Co KG.

#### WITHDRAWAL FROM THE CONTRACT

Projekt Spielberg GmbH & Co KG may withdraw from the contract with immediate effect if any of the following occur:

- 1) if there are any circumstances that obviously render the proper fulfilment of the contract impossible, for example because the contractual partner is incapable of providing the full range of the required services, always providing that this is the responsibility of the contractual partner;
- 2) if Projekt Spielberg GmbH & Co KG cannot be reasonably expected to continue the contract for reasons not attributable to it;
- 3) if the contractual partner markets spoiled or adulterated goods.

If the reason for the withdrawal is attributable to the contractual partner, Projekt Spielberg GmbH & Co KG is entitled to compensation.

#### CANCELLATION, ABANDONMENT AND RESTRICTION OF THE EVENT

##### Definition:

A cancellation or abandonment of the event is defined exclusively as the cancellation or abandonment of the whole event.





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### Cancellation without fault, abandonment without fault or restriction of the event without fault:

If the entire event does not take place for reasons that are not attributable to either contract party (cancellation), the parties shall be released from their rights and obligations. The fee already paid, if any, shall be refunded pro rata.

If the entire event is abandoned after the start of the event for reasons not attributable to either contract party (abandonment), the parties shall be released from their rights and obligations. The fee already paid by the contractual partner to Projekt Spielberg GmbH & Co KG shall be refunded pro rata.

A cancellation or abandonment of the entire event shall be deemed to be attributable neither to Projekt Spielberg GmbH & Co KG nor to the contractual partner if the cancellation or abandonment is due to orders issued by the (security) authorities, for example as a consequence of rioting, terror alerts etc.

A restriction of the event after its opening as a consequence of orders issued by the (security) authorities, for example as a consequence of rioting, terror alerts etc. (e.g. limitation of the number of visitors, ban on the sale of alcohol etc.) shall be deemed to be attributable neither to Projekt Spielberg GmbH & Co KG nor to the contractual partner.

### In case of a cancellation by the contractual partner:

In case of cancellation within the last 10 days prior to the respective event and in the case of failure to cancel by the contractual partner, a penalty of € 3,500 per stand shall be payable.

### In case of a cancellation by Projekt Spielberg GmbH & Co KG:

In case of a written cancellation by Projekt Spielberg GmbH & Co KG, the contractual partner expressly waives any right of asserting any claims for compensation. Any fee already paid shall be refunded (pro rata). Furthermore, the contractual partner undertakes to release Projekt Spielberg GmbH & Co KG from any and all claims of third parties.





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### PERMITS, LICENSES BY THE AUTHORITIES AND LIABILITY

The contractual partner declares expressly that it holds the necessary authorisations and permits under public law that are required for the supply of the agreed products. Furthermore, the contractual partner declares that all staff used by it in the context of the fulfilment of its contractual rights and obligations are employed in agreement with the applicable laws and regulations (in particular labour law, social law and insurance law regulations).

The contractual partner shall keep all proof, documents and permits by the authorities physically and digitally (USB stick) available for inspection by Projekt Spielberg GmbH & Co KG or public agencies at the site of the event at any time. This relates in particular to documents concerning the employees such as a copy of the legitimation (driving licence or passport with photograph), confirmation of registration of the employees, residence registration etc. In particular, the contractual partner shall observe all rules concerning the allergen information regulation and hold Projekt Spielberg GmbH & Co KG harmless in this respect.

The products shall be supplied at the contractual partner's own risk and in the contractual partner's own discretion. For this purpose, the contractual partner shall use its own operating resources and exclusively its own staff. All expenses accruing in the context of the supply and as a result of the proper performance of the contract shall be borne by the contractual partner itself.

The contact partner undertakes vis-à-vis Projekt Spielberg GmbH & Co KG to fully indemnify the latter for third-party claims of any type and description that may arise from the fulfilment of the contractual partner's obligations under this contract and the culpable conduct or omissions of its vicarious agents.

### CONCLUSION SUBJECT TO CONSENT AND APPROVAL

The contractual partner acknowledges that the use of brand names (brandings etc.) may only be permissible to a limited extent, and that any consent for their use may be subject to the approval by the relevant motorsports association or similar. The use of brand names and other advertising measures is exclusively allowed upon agreement with Projekt Spielberg GmbH &





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Co KG. The contractual partner acknowledges to be aware that Projekt Spielberg GmbH & Co KG is extensively bound, in connection with the performance of the event, by the conditions and contractual limitations imposed by the motorsport associations that organise the event. Therefore, the free organisational margin of discretion of Projekt Spielberg GmbH & Co KG in connection with the event is limited.

The person of the contractual partner and the products offered by it are also subject to the express consent of these associations – therefore, this contract is expressly concluded on condition that this consent and approval is granted. It is also understood that the contractual partner cannot derive any claims from any subsequent withdrawal of this consent and approval or from any restriction of its scope, if applicable. Furthermore, the contractual partner acknowledges that Projekt Spielberg GmbH & Co KG's compliance with the requirements imposed and instructions issued by the associations can under no circumstances be a motive or reason for the assertion of claims by the contractual partner against Projekt Spielberg GmbH & Co KG.

As a general rule, deliveries of the products for the festival area are exempt from the prohibition to use brand names. Advertising presentations may be used upon prior agreement with Projekt Spielberg GmbH & Co KG.

### APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS, INTERNAL REGULATIONS AND ACCESS CRITERIA OF PROJEKT SPIELBERG GMBH & CO KG

The contractual partner expressly acknowledges that it is aware of the internal rules and/or access criteria and any general terms and conditions of Projekt Spielberg GmbH & Co KG that concern the event. The contractual partner undertakes to observe all of the aforesaid. If any particular provisions of the general terms and conditions or of the internal rules or access criteria should be incompatible with the arrangements of the separately concluded contract, the arrangements of the contract shall prevail.

### VENUE

Austrian law shall apply, ousting the conflict-of-law rules. The parties agree that any and all disputes arising out of or in connection with the concluded contract shall be referred to the





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court with subject matter competence at the registered office of Projekt Spielberg GmbH & Co KG.

### MISCELLANEOUS

In case of a violation of a contractual obligation due to gross negligence or intent, the contractual partners shall be liable to each other in accordance with the legal provisions. This shall also apply to their legal representatives, employees and vicarious agents.

Any amendments of the contract concluded in parallel shall only be legally valid if they have been executed in writing. The aforesaid also applies to the waiver of the written form.

The contractual partners shall refrain from taking any actions that are detrimental to the business success or the public reputation of the other partner. The contractual partners shall take the interests of the other contractual partners reasonably into account. No ineffectiveness or immateriality of any item in this contract shall affect the effectiveness of its other provisions. In this case, the contractual partners shall interpret such void provisions in a manner that comes closest to the economic purpose of the various original provisions, and effective or executable provisions shall take the place of the ineffective and immaterial provisions.

Neither party shall utilise or disclose to any third parties the content of this contract or the internal or business secrets of the other contractual partner that have been entrusted to them or of which they may have become aware in the course of their co-operation. The aforesaid applies both during the term and after the end of this agreement. This provision in particular also extends to the turnover of the supplied products. The contractual partners shall also oblige their employees to abide by these confidentiality commitments.

Every agreement and every contract shall be executed in two originals, one thereof for each participant in the contract.

Spielberg, December 2018

