

## **Terms of contract (construction works excluded)**

For delivery and service apply the following terms and conditions as well as “Allgemeine Bedingungen für die Ausführung von Leistungen VOL/B” (general terms and conditions for the execution of performance).

Delivery-, payment- and general terms and conditions provided for by the contractor are not part of the contract except for explicit incorporation.

### 1. Execution of performance

1.1. The contractor delivers free of charge to the delivery spot.

1.2. Deadlines for execution agreed upon are mandatory.

1.3. KBB is entitled to refuse goods which are not delivered on the fixed delivery date. KBB may send them back for account and risk of the contractor or store them at a third party.

1.4. Waste originating from execution of assignment on the grounds of KBB has to be disposed in accordance with the valid legal and governmental regulations on the account of the contractor.

1.5. All operations within the function rooms of KBB may only be operated in accordance with the valid safety at work, business-law and function room regulations.

### 2. Objection period

For any kind of defect the objection period is a fortnight from recognition onwards. Significant is the date of disposal/dispatch of the declaration.

### 3. Termination of contract by the principal

KBB is entitled with immediate effect to resign the contract if the contractor promises, offers or grants public servants gifts or other benefits in terms of §§ 331 ff StGB (German Penal Code). In this case all conducted performance has to be returned.

#### 4. Liability

The contractor is liable for all damage that is caused by himself or his vicarious agent. Liability of the principal for simple negligence is excluded insofar as there is no breach of fundamental contractual obligations. Exemption from liability does not apply for culpable violation of life, body or health of a person.

#### 5. Safety at work

For the fulfilment of his contractual obligations the contractor has to take such measures as to prevent accidents at work, occupational diseases and work related health hazards. Thereby all corresponding public safety at work regulations and the accident prevention regulations of the workers compensation board have to be observed.

#### 6. Schooling

All employees working on behalf of the contractor at the principal's function rooms have to be trained in accordance with the unique safety at work requirements of each function room. This also applies if the assignment requires an introduction into the cultural performance scheme. The principal offers the required space as well as a professional lecturer. All further costs especially labour cost bears the contractor. If schooling is necessary for PC applications applied by the contractor he bears all expenditure on material and labour.

#### 7. Employment agency work

The contractor adduces his contractual obligations by himself using his employees for fulfilment. In no case KBB will serve as temporary employer for the employees of the contractor. It is the sole responsibility of the contractor to recruit his employees and undertake the managerial authority.

## 8. Subcontractors

The contractor is not entitled to assign the rights and duties resulting from the invitation to tender to a third party without permission of the principal.

## 9. Copyrights

The contractor is not entitled to utilise logos of the principal for his own purposes without previous written permission. If the agreed performance includes the transfer of graphical-/ or text material by the contractor he indemnifies the principal from the infringement of right of third parties. The same holds for the asserting of legal rights.

## 10. Confidentiality

The contractor commits himself to keep the content of the business connection with KBB confidential especially the contractual performance agreed upon. This confidentiality agreement remains effective after termination of the contract.