



Version as at May 13, 2014

General Terms and Conditions, lease and service (as at May 2014)

Section 1 General

1. The following General Terms and Conditions are an integral part of all lease contracts as well as lease offers of TBT Media GmbH, referred to as "Lessor" below, and also apply to all future contracts with the Lessor. The contractual partner of the Lessor is referred to as "Lessee."
2. Agreements deviating from these General Terms and Conditions require the express written confirmation of the Lessor. Express objection is made to any terms and conditions opposing our General Terms and Conditions.
3. The offers of the Lessor are not binding unless they are expressly designated as binding. A contract only comes into being by the signing of a binding offer not altered by the Lessee and the timely receipt of it by the Lessor within a notified term of acceptance. A contract also comes into being by a written order confirmation or by the ceding of the leased item by the Lessor, or the beginning of the services.
4. Offers, conceptual drafts, material lists, technical sketches, plans and other developed content are subject to copyright law. Disclosure to third parties is not permitted except with the prior written consent of the Lessor. Infringements may result in consequences under criminal law.
5. The Lessee agrees to the storage of data, even personal data, by the Lessor insofar as it is necessary for the processing of the contract. This data will not be passed on to third parties.

Section 2 Leased item/services

1. The object of contract consists of the individual devices and systems itemized in the order confirmation or delivery slip for lease or for sales/consumption, or work assignment as a technician and/or other services.
2. The Lessor reserves the right to replace the devices and systems mentioned there with other devices with the same function if it is necessary for operational reasons and does not entail any disadvantages to the Lessee.

Section 3 Leasing period and leasing fee

1. The leasing period is calculated in days (12:00 p.m. to 12:00 p.m. of the following day). Partial days count as whole days. The minimum leasing period is one day.

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2. The leasing period begins and ends at the times specified in the lease contracts. If the beginning of the leasing period is not explicitly stated, the leasing period will start with the day of provision, or the time of delivery from the warehouse of the Lessor, and ends at the earliest at the time of return to the warehouse agreed in the contract or stated in the delivery slip.
3. The leasing fee is based on the applicable price list of the Lessor. The Lessor can raise the price only if the agreed commencement of the lease/service is more than 4 months after conclusion of the contract. It has to be paid irrespective of whether the devices were actually used. An early return of the equipment, even with the consent of the Lessor, does not result in a reduction of the agreed leasing fee.
4. Unless agreed upon otherwise, all prices are in EUR and net excluding VAT, ex warehouse of the Lessor.

Section 4 Delivery and service delays

1. In the event that the Lessor defaults on the timely provision and delivery of the leased device, the Lessee has to set a reasonable grace period.
2. Even if deadlines and dates have been agreed upon on a binding basis, delivery and service delays due to force majeure and due to events that make it materially difficult or impossible for the Lessor to deliver the service, the Lessor shall not be responsible for these delays, even if they occur at an upstream supplier of the Lessor.
3. The Lessor has to inform the Lessee promptly about delays in the delivery or service.

In addition, the Lessor shall be entitled to postpone the delivery or service for the duration of the hindrance plus an appropriate start-up time, or to withdraw from the contract as a whole or in part on account of the unfulfilled part.

This includes, for example, material procurement difficulties occurring later, interruptions of operations, strikes, lockouts, shortage of personnel, lack of means of transport, official orders, extreme weather conditions, war, etc.

4. In the event that such delays last longer than 4 weeks, the Lessee is entitled to withdraw in writing from the contract regarding the part still to be fulfilled after setting an adequate grace period in writing.
5. If the Lessor is in default on account of non-compliance with delivery dates and deadlines that were bindingly promised, a claim for damages on the part of the Lessee is excluded insofar as the delays are not due to gross negligence or wilful intent of the Seller or his vicarious agents. In this case, the Lessor is liable for each completed week of delay within the scope of a lump-sum compensation for 3% of the delivery value, at a maximum, however, for 15% of the delivery value.

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Section 5 Shipment and transfer of risk

1. The shipping/transport of the equipment is carried out at the expense and risk of the Lessee with the shipping method chosen by the Lessor, unless the Lessee expressly prescribes a specific shipping method. A transport insurance policy will be taken out at the Lessee's request. The costs shall be borne by the Lessee.
2. The transfer of risk shall enter into force as of the Lessor's warehouse, even if the transport is performed by the Lessor.
3. With acceptance of the equipment, the Lessee confirms their faultless condition, function and completeness. Necessary and/or requested accessories are included in the delivery. The Lessee shall be given the opportunity to check this at the time of the transfer of risk.
4. If a defect cannot be seen upon delivery or is detected only later, the Lessor has to notify the Lessee about it immediately upon discovery. Otherwise, the condition of the leased item is considered to be free of defects.

Section 6 Use of the leased item

1. The Lessee undertakes to handle the leased item with care and in conformity with its purpose. All obligations associated with the possession, use and preservation of the leased item have to be observed. All maintenance, care and usage instructions of the Lessor have to be observed. The Lessee confirms that he or his representative is familiar with the proper use of the leased item. In particular, all applicable provisions for events have to be observed (e.g. accident prevention regulations, professional association regulations, venue regulations).
2. If the Lessee has not booked service staff, he has to perform all required care and maintenance measures professionally and at his own expense. Before assuming such tasks, however, he has to inform the Lessor about any necessary maintenance measures.

The Lessee is entitled to make modifications, installations, attachments or suchlike to the leased item only with the prior written approval of the Lessor. At the request of the Lessor, the Lessee is obligated to restore the former condition of the leased item at his own expense in the event of termination of the lease contract. If the Lessor does not exercise this right with the termination of the contract and the Lessee returns the leased item in the condition he created, the Lessee is not entitled to demand compensation for the expenses he incurred due to modifications, installations, attachments or suchlike to the leased item.

3. The Lessee has to ensure uninterrupted power supply. The Lessee shall be liable for any damage caused by power failure, power interruptions or fluctuations. Even if the power distribution system has been installed by the Lessor, this does not release the Lessee from his liability unless he can prove that the disruptions were

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caused by the power distribution system installed by the Lessor.

4. The leased equipment is and remains the property of the Lessor. The Lessee is obligated to safeguard the leased items from loss and damage. A sub-lease of the equipment is not permitted. The Lessee must keep the equipment in his direct possession and only use it at the agreed locations.
5. The serial numbers, manufacturer's labels or other identification marks affixed to the leased item may not be removed, covered or distorted in any way. The Lessee shall grant the Lessor access to the equipment for inspection at all times.
6. The sale and pledge of the equipment is proscribed. The Lessor has to be informed without delay about the seizure or any other claims of third parties, or about the loss of the equipment.

Intervention costs incurred are borne by the Lessee.

Section 7 Liability of the Lessee

1. The Lessee shall be liable for all damage (e.g. loss, theft, defects caused, transport damage, personal damage, fire and water damage, defective power supply, weather damage, soiling and suchlike) occurring on the leased items and accessories during the leasing period due to him – even without any fault of his own – his guests or third parties. Accidental damage or damage due to force majeure is also borne by the Lessee.
2. In the event of a total write-off or loss, the Lessee shall reimburse the replacement value plus procurement costs irrespective of the current market value and independent of whether he is personally responsible for the damage.
3. In the event that the leased item or parts thereof are stolen, the Lessee is obligated to make a complaint to the police without delay and notify the Lessor.
4. Speakers, lamps, needles, audio and video heads are charged to the tenant at cost if they are returned in a defective state.
5. The Lessee shall bear the risk of accidental loss and accidental deterioration of the leased item during the period of the lease contract. Such events shall not relieve the Lessee of compliance with his obligations arising from the lease contract, in particular payment of the leasing fee. The Lessee is obligated to inform the Lessor immediately about the occurrence of such events.

Section 8 Insurance/permissions and statutory provisions

1. The Lessee shall insure properly and adequately the general risk associated with the respective leased items (loss, theft, damage, liability).

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2. It is the responsibility of the Lessee to obtain all required permissions, licenses, GEMA registrations, acceptances of construction work, etc., and assume all costs entailed therein.
3. The Lessee shall ensure compliance with all statutory provisions. He is informed of the fact that, pursuant to the venue regulations, the operator of an event venue has to instruct a suitably qualified person responsible for the event technology. This also applies if the Lessor deploys service personnel as agreed.

Section 9 Liability of the Lessor, compensation

1. The Lessor shall be fully liable for the functional condition of the equipment only up to the point in time of the transfer of risk.
2. The Lessor is liable for delayed services or services not rendered only in the case of wilful intent or gross negligence on the part of the Lessor.
3. As for the rest, all claims for damages of the Lessee and of third parties shall be excluded if they are not damages due to injury to life, limb or health caused by a breach of duty on the part of the Lessor that was at a minimum negligent; or a wilful or negligent breach of duty by a legal representative or vicarious agent of the Lessor; with respect to other damages, if they were not caused by a grossly negligent breach of duty on the part of the Lessor or by a wilful or grossly negligent breach of duty by a legal representative or vicarious agent of the Lessor.
4. A legitimate claim for damages against the Lessor in the case of negligent or grossly negligent breach of duty is limited to the amount of the leasing fee. Further claims of the Lessee are excluded unless – as per no. 3, first clause – complaints on account of injury to life, limb or health are on hand.
5. Any liability of the Lessor for damage caused by sound levels being exceeded shall be excluded.
6. Liability for consequential damage resulting from service disruptions is likewise excluded; the same applies to non-functioning leased items due to the fact they were combined with third-party equipment.
7. In the event of service disruptions, the Lessee is obligated to participate to the best of his ability and keep the damage as low as possible. The Lessor has to be notified promptly about any shortcomings of the leased equipment. Subsequently, the Lessor has to be given the opportunity to rectify the defects on the leased items or provide other equipment of the same type. Should the Lessee fail to make the immediate notification of a defect, an entitlement to a price reduction does not come into effect.
8. Service disruptions shall not relieve the Lessee from compliance with his

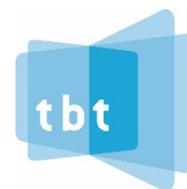
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obligations arising from the lease contract, in particular payment of the leasing fee.

9. If the Lessee has processed or modified the leased item, any liability due to defects of the leased item is excluded. If the leased item is inspected for defects at the request of the Lessee and no defect can be detected, the Lessee has to reimburse the Lessor for expenses incurred due to this.
10. The Lessee undertakes to indemnify the Lessor from all claims of third parties that are raised against the Lessor as a consequence or in connection with the lease of equipment. The indemnification claim of the Lessor against the Lessee includes the costs incurred by the Lessor for the defense against third-party claims.
11. All limitations of liability of the Lessor also apply with respect to third parties. Claim settlements are subject solely to the terms and conditions of the Lessor.

Section 10 Cancellation/termination

1. The Lessee is entitled to terminate/cancel a lease/service contract in accordance with the following regulations. The termination must be in writing to be effective.
2. With regard to a termination/cancellation received by the Lessor after more than 7 calendar days before the agreed commencement of the lease period or services, 70% of the agreed leasing fee/service remuneration has to be paid as lump-sum damage compensation.

In the case of cancellation up to 30 days prior to the commencement of the lease period/service, 30% of the total remuneration has to be paid; up to 7 days prior to the commencement, 50% of the total compensation has to be paid.

The point in time of the receipt of a written letter of termination by the Lessor is authoritative for the time of cancellation.

The right to prove lesser damage by the Lessee remains reserved.

The right to claim greater damage by the Lessor remains reserved.

3. The contract can be terminated by the Lessor without notice if the economic conditions of the Lessee have materially worsened; if the Lessee uses the leased item in breach of contract; if he gets more than 14 calendar days in arrears with the payment of the leasing fee; or if an event of force majeure occurs that renders the provision of the service by the Lessor impossible.

Section 11 Delivery

1. The agreed commencement of the lease relationship is subject to the reservation of timely delivery.

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2. Partial deliveries and services are permitted.
3. Unforeseen events for which the Lessor is not responsible, e.g. strikes, lock-outs, accidental damage, disruption of operations, official orders, difficulties in material procurement, unusual weather conditions, war, etc., entitle the Lessor to withdraw from the lease contract with the exclusion of claims for damages on the part of the Lessee or to postpone the commencement of the lease period by the duration of the hindrance plus an appropriate run-up time.

Section 12 Return of the leased item

1. Upon expiration of the lease period, the Lessee has to return the leased item immediately to the Lessor at his own expense and risk.
2. The leased items have to be returned completely, sorted and in clean condition. The obligation to return also extends to defective lease accessories.
3. If the arrival of the equipment at the company of the Lessor is delayed beyond the originally intended lease period, the leasing fee will be recalculated on a pro-rata basis. A full daily rate is charged for partial days. In the case of delayed return, the Lessee also has to compensate the Lessor for any loss caused by the delay.
4. In the event that the leased item is not returned in proper condition, the Lessee has to pay to the Lessor the pro-rata leasing fee for the time required for the maintenance and repair of the leased item in accordance with paragraph 3, irrespective of further claims for damage.
5. If the Lessee waives participation in the inspection of the leased item upon return, he acknowledges the evaluation done by the Lessor as correct and complete.
6. The return of the leased item does not mean that the Lessor confirms it was handed over free of defects. The Lessor reserves the right to a detailed inspection within 7 calendar days.

Section 13 Payment terms, default of payment

1. The leasing fee is due at the latest with the handover of the leased item to the Lessee. Unless agreed upon otherwise, invoices are due for payment without deductions within 8 days upon receipt.
2. Given a lease period of over 8 days, the Lessor is entitled to interim invoices even if it had not been expressly agreed upon.
3. The Lessor is entitled to demand from the Lessee a security deposit and advance payment even if this was not expressly agreed upon.
4. Default commences on the due date of payment without warning.

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5. If payment is delayed, the Lessor is entitled to forbid further use and to demand, following a warning, the immediate return of the leased items.

6. If payment is delayed, the Lessor is entitled to demand dunning charges for covering expenses and expenditures as follows:

first reminder €5.00, second reminder €7.50, third reminder €9.00.

In addition, the Lessor can demand default interest in the amount of 8 percentage points above the base interest rate; the assertion of greater damage is not excluded by this.

7. The Lessee can offset counterclaims against claims of the Lessor or exercise a right of retention only to the extent that his counterclaims are undisputed and due for payment or have been legally determined.

Section 14 Services

1. The General Terms and Conditions shall apply accordingly to agreed services, exclusively or in addition to the lease, such as e.g. installation, provision of technicians and other staff, dismantling, delivery, etc., with the provisions following this Section 14 applying in addition.

2. The Lessor has to ensure barrier-free transit and delivery possibilities for the means of transport required in each case. Likewise, adequate parking facilities have to be provided for the duration of the contract. The Lessee is liable to the Lessor for all costs incurred, even if they have been disbursed unsolicited by the Lessee.

3. The Lessee has to ensure the catering for the staff at his own expense. If it is not done, a food allowance of EUR 25.00 per person and per day will be charged.

4. If a standard daily rate is fixed for the staff, it applies to a period of up to 10 hours. Should overtime occur, it will be invoiced at 1/10 of the daily allowance plus an overtime surcharge of 25%.

5. The Lessee has to ensure the monitoring and safeguarding of the lease material and staff during the entire period. This includes installation times, test times, duration of the event and dismantling time, times when the equipment is not used and nights. The staff of the Lessor expressly assumes no responsibility for monitoring.

6. The Lessee is fully responsible for the fastening points of hanging constructions to be installed, even if they were pointed out to the Lessee by third parties. The Lessee is liable for any damage caused by insufficient load capacity.

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7. The Lessee shall appoint a competent contact partner for the Lessor who is authorized to issue directives during the entire project period.

8. The installation and operation of the equipment shall be performed in accordance with the local conditions, technical possibilities and in accordance with the instructions of the venue management. Promised installation and dismantling times, if performed by the Lessor or third parties appointed by him as per agreement, are only approximate.

9. If services are provided outside of a perimeter of 50 kilometres from the Lessor's headquarters, overnight accommodations for all persons on the Lessor's service staff shall be provided at the expense of the Lessee, if needed (single rooms).

Section 15 Place of jurisdiction, other

1. Place of fulfilment is the registered office of the Lessor in Nidenstrasse 143, 40721 Hilden, Germany.

2. The law of the Federal Republic of Germany applies. The court competent for the registered office of the Lessor in Hilden is the exclusive place of jurisdiction.

3. Should individual provisions of the contract not be legally effective, the effectiveness of the remaining provisions shall remain unaffected by it. The ineffective provision is to be replaced by an effective provision that comes closest to the desired contractual purpose.

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