

General Terms & Conditions of Business

Fabrik 23 GmbH, Gerichtstraße 23, Courtyard 4, Staircase 4, 13347 Berlin

Section 1 Scope

1. These general contract and payment terms and conditions apply to private persons, companies, persons acting in a commercial capacity, legal persons under public law or a special fund under public law (hereinafter referred to collectively as Organiser) in their respective current version and to all future contractual relations. Additional or conflicting terms and conditions of the Organiser shall apply only if Fabrik 23 GmbH has expressly acknowledged these in writing.

Section 2 Scope of services

1. The exclusive location hire by the Organiser through Fabrik 23 GmbH always includes all gastronomic services related to the particular event. The following services may be implemented only by Fabrik 23 GmbH: catering, beverages, staff, furniture and technical equipment. Separate agreements require the permission of Fabrik 23 GmbH and must be in writing.

2. Regarding the premises hire, beverages or food options quoted, the respective option chosen, but at least the lowest value quoted, shall form part of the contract with the signing of the quote. For events with individual billing for beverages, a minimum revenue figure is agreed between the Organiser and Fabrik 23 GmbH, which is set out in the quote depending on the size of the event.

3. The number of guests notified by the Organiser and the service agreed based on this is contractually binding fourteen (14) days prior to the event and determines the scope of services. A later amendment to the number of guests shall change the scope of services only if we explicitly agree to this in writing or we actually provide the additional services requested by the Organiser.

4. Any additional technical requirements and fixtures must be agreed with Fabrik 23 GmbH in advance. Fabrik 23 GmbH works with an exclusive technical services provider which must be booked through Fabrik 23 GmbH. In case our exclusive technical services provider is not used, a compensational fee applies. For additional equipment, which is not offered by our partner, a separate order confirmation must be set out in writing by the Organiser prior to the event. The costs shall be borne by the Organiser. All portable equipment of the Organiser that is brought on to the premises shall be tested and approved in accordance with Regulation 3 of the DGUV (German Social Accident Insurance Association). Upon request, Fabrik 23 GmbH may request test documentation from the Organiser.

5. Permission from Fabrik 23 GmbH is required to use own electrical equipment (e.g. kitchen equipment, coffee machines, etc.). If devices with higher power consumption are connected to the electricity supply of the premises, usage shall be calculated once the Organiser has given notification of the devices and number thereof.

In case devices brought in, cause any damage to our premises and/or our electrical equipment, the Organiser will be held liable.

6. Changes to the original condition and furnishings require permission from Fabrik 23 GmbH. Assembly and dismantling of furnishing objects may be carried out by Fabrik 23 GmbH personnel only. This work will be charged at EUR 36.00 incl. VAT per employee and per hour or part thereof and billed to the Organiser.

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7. The duration of the event has to be finalised in writing at least 14 days before the start of the event and cannot be amended during the event. For events that exceed the contractually agreed time under exceptional circumstances, Fabrik 23 GmbH shall charge EUR 300.00 incl. VAT for the hired premises for each hour exceeded or part thereof. Additional costs for personnel and services shall also be calculated from that time per hour or part thereof and per personnel unit. All additionally consumed drinks shall be charged according to actual consumption. Before the start of their event, the Organiser may find out from Fabrik 23 GmbH the beverage prices per drink.

8. Fabrik 23 GmbH is entitled to substitute specialities in the menu/price list with equivalents if the specialities to be provided are currently not available and the substitution is reasonable.

Section 3 Payment and default

1. The invoice amount is payable gross without deduction no later than fourteen (14) days of receipt of the invoice. The Organiser is in default of payment no later than 30 days of receipt of the invoice. In accordance with Article 288 II of the BGB (German Civil Code), default interest for commercial organisers is eight percentage points above the interest rate of the European Central Bank for main refinancing operations and five percentage points above this base interest rate for consumers. The right to claim further interest arising from other legal grounds and the right to claim further damages from arrears is reserved.

Section 4 Price adjustment

1. The contractually stipulated total sales according to the last order confirmation can generally only be reduced by a maximum of 5% up to 14 days before the start of the event. After that, we do not accept any reductions in total sales.

2. Fabrik 23 GmbH is entitled to make a price adjustment if the service is to be carried out more than three months after signing the contract and wages or costs have increased for Fabrik 23 GmbH by over five (5) per cent in the meantime. The customer is entitled to terminate the contract due to the price adjustment if the contract becomes unreasonable for them as a result of this.

Section 5 Cancellation

1. If the Organiser unilaterally cancels the event, Fabrik 23 GmbH is entitled to claim damages. The minimum revenue and/or calculated gross revenue is calculated by Fabrik 23 GmbH based on the number of guests estimated by the Organiser for the event. If the event is cancelled by the Organiser, it is at the discretion of Fabrik 23 GmbH whether to combine the damages arising from the event cancellation and those to be settled by the Organiser. The lump sums set by Fabrik 23 GmbH based on relevant experience are:

a) If the Organiser withdraws from a firmly booked event after the conclusion of the contract, Fabrik 23 GmbH will charge a cancellation fee of 25% of the last adjusted net sales according to the order confirmation, regardless of the period. Additional services booked after the reservation contract will be taken into account. This clause shall apply from the contract start date until the 61st day before the event. Thereafter, general cancellation provisions apply as follows (1.b - 1.e).

b) in the event of a cancellation 60 to 41 days before the date of the event, Fabrik 23 GmbH is entitled to request 40% of the last adjusted net sales according to the order confirmation. Additional services booked after the reservation contract will be taken into account.

c) in the event of a cancellation 40 to 21 days before the date of the event, Fabrik 23 GmbH is entitled to request 60% of the last adjusted net sales according to the order confirmation. Additional services booked after the reservation contract will be taken into account.

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d) in the event of a cancellation 20 to 10 days before the date of the event, Fabrik 23 GmbH is entitled to request 80% of the last adjusted net sales according to the order confirmation. Additional services booked after the reservation contract will be taken into account.

e) In the event of a later cancellation, Fabrik 23 GmbH is entitled to demand 100% of the last adjusted net sales according to the order confirmation. Additional services booked after the reservation contract will be taken into account.

2. A complimentary change in booking is possible, if the event is not allowed to take place due to state requirements applicable at the time of the event. This does not apply if only not enough guests want to participate, but the event is feasible. In the event of a re-booking, the entire deposit amount remains with Fabrik 23 GmbH and the event will be postponed 1:1 to a new date within the next year, with maximum 1 year validity. If the organizer withdraws from a confirmed event after changing the booking free of charge, Fabrik 23 GmbH will charge a cancellation fee of 40% of the contractually agreed costs, regardless of the time leading up to the event. This clause applies from the day of the free re-booking up to the 61st day before the event. Thereafter, the general cancellation rules according to the reservation contract apply.

Section 6 Liability for loss and damage, insurance requirement

1. No liability is accepted for loss or damage to goods belonging to the Organiser or their guests that were brought on to the premises unless a bailment for hire contract is concluded or the damage is due to gross negligence or wilful conduct by Fabrik 23 GmbH or its vicarious agents.

2. Should Fabrik 23 GmbH property provided by Fabrik 23 GmbH to the customer be damaged by the Organiser or their guests, especially furniture, dishes or glasses, the customer is obliged to pay damages. Breakages and losses are to be settled based on the new replacement cost. The customer reserves the right to prove that no damage or significantly lesser damage was incurred. The customer is liable for any fault of their guests, employees or staff as it would be for any fault of its own.

3. At the request of Fabrik 23 GmbH, the Organiser must either provide evidence of an existing insurance policy for their event or agree such a policy separately.

Section 7 Noise control, GEMA, admission and exclusion rights

1. The volume of the music or other sounds is determined by Fabrik 23 GmbH, exercising admission and exclusion rights, and is limited to 95 decibels in all areas of Fabrik 23 GmbH. The holder of the admission and exclusion rights reserves the right to define and/or regulate the volume or the music or other sounds. Live music is allowed up to no later than 10:00 pm. After 10:00 pm the premises must be left by the back entrance "Pankeweg"; only.

2. The Organiser is obliged to give notification of any form of performance on the event date that uses music of any kind to GEMA, General Directorate Berlin, P.O. BOX 301240, 10722 Berlin or <https://www.gema.de/online-services/online-services-fuer-musiknutzer/> at least 14 days before the event date. Evidence that the Organiser has notified GEMA must be made available to Fabrik 23 GmbH by the Organiser at least seven (7) days prior to the event date in an appropriate form. Fees incurred in connection with the above performances are to be paid by the Organiser in principle. This applies even if the Organiser has failed to provide GEMA with timely notification of the performance and GEMA has made a claim against Fabrik 23 GmbH for this reason. All fees charged by GEMA for the performance of disc jockeys on the day of the event shall also be covered by the Organiser. If the customer is not able or prepared to provide evidence pursuant to clause 1, Fabrik 23 GmbH is entitled to demand that the customer pay a security amount equal to the anticipated GEMA fees.

3. Contributions to the Künstlersozialkasse shall be paid by the organizer himself, if this is the direct invoice recipient of the artist's fee (DJs, musicians, photographers, etc. count as artists). For artists who are not domiciled in Germany, the organizer also bears any applicable "foreigner's tax" (§50a ESG).

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4. Smoking, the use of smoke machines and cooking or generating of great heat in the premises rented out by Fabrik 23 GmbH is not permitted for reasons of fire safety. However, smoking is possible in specially marked areas in consultation with Fabrik 23 GmbH.

5. The Organiser is solely responsible for waste and cardboard brought on to the premises and must dispose of this properly. The Organiser shall dispose of recyclables and residual waste. Waste left in the hired premises shall be subject to a fee of EUR 85.00 incl. VAT per cubic meter for mixed municipal waste, while hazardous waste will be charged for separately.

Section 8 Written form requirement

1. Any requests for changes or additions relating to the reservation contract must be in written form. If handwritten changes are made in the contract, these must be confirmed by the Organiser by way of the company stamp, date and signature of an authorised person as well as countersigned by Fabrik 23 GmbH.

Section 9 Production of audio, audio and image recordings and image recordings

1. Image and audio recordings, or image recordings and other recordings as well as transmissions of the event of any kind (radio, TV, Internet, speakers, etc.) require the written consent of Fabrik 23 GmbH, subject to the consent of the copyright holders and beneficiaries of other protected or intellectual property rights who are involved. Fabrik 23 GmbH is entitled to make its consent in this regard dependent on the agreement of a payable fee.

2. Fabrik 23 GmbH has the right to produce or have produced image/audio recordings and drawings of event sequences or items used or exhibited for documentation purposes of for own publication without a fee being payable to the Organiser, provided that the Organiser does not object.

Section 10 Other provisions

1. The main entrance to our courtyard is closed after 10 pm. from Fridays to Sundays. Therefore vehicles cannot enter the courtyard after that time but leave the property when legally renting a parking spot from Fabrik 23 GmbH. Please consider this circumstance, especially regarding potential tear-down timings of your event.

2. Vehicles in the courtyards are only permitted for loading and unloading. Long-stay parking of vehicles is not permitted unless the Organiser has hired a Fabrik 23 GmbH parking space when booking the event premises. Illegally parked vehicles will be towed away by property management at the owner's expense.

3. It is prohibited for the Organiser to leave objects (especially candles) in the stairwell or in the courtyards, for safety reasons. The entire staircase is used as an escape route for all tenants and guests of the building.

4. For events with above-average litter levels Fabrik 23 GmbH shall charge a cleaning surcharge to the Organiser. Distributing confetti is strictly forbidden and will be charged at 400 EUR incl. VAT. After the event has ended, the Organiser must take it upon themselves to remove any decorations from the loft. Storing of any materials can only be granted with prior approval in writing. Fabrik 23 GmbH cannot be held liable in case of loss or damage.

5. For your and our safety, CCTV is installed at all entrances to our lofts. The recording is solely for internal use and will be stored temporarily as per legal regulation

6. To protect our guests and employees, fire alarms are installed in all lofts and staircases, which are directly connected to the emergency call control center. If you or one of your guests should trigger the fire alarm and cause the fire brigade and police to work, we will invoice you for the costs of a false alarm.

Section 11 WIFI usage terms

1. The operator provides a wireless Internet connection (WLAN) on the premises of Fabrik 23 GmbH. It allows the Organiser to make shared use of this Internet connection via WLAN for the duration of the agreed hire period. The Organiser is not permitted to allow third parties to use this WLAN. The operator is not able or, in relation to the shared use by the Organiser, not obliged to ensure the actual availability, suitability or reliability of this Internet connection for any purpose, also in terms of bandwidth. The operator is entitled at any time to allow more users to connect to the WLAN and to limit user access completely, partially or temporarily. The operator reserves the right in particular to terminate access to certain sites or services via the WLAN at its discretion and at any time. The operator will provide the Organiser with access data for the WLAN (access security). This access data may not be forwarded to third parties. The WLAN is used at the Organiser's own risk. The operator accepts no liability for damage to devices or user data arising from use of the WLAN unless the damage was caused by intent or gross negligence on the part of the operator and/or its vicarious agents.

2. The Organiser is solely responsible for data sent via the WLAN, services used via the WLAN and legal transactions made via the WLAN. If the Organiser uses third-party services on the WLAN, the resulting costs shall be borne by the Organiser. The Organiser undertakes in particular to comply with applicable law when using the WLAN. In particular, the Organiser shall not illegally copy, distribute or make publicly available any copyright-protected works. This is especially true in connection with the uploading and downloading of file-sharing programs or similar offerings. The Organiser undertakes not to use the WLAN to access or disseminate immoral or illegal content. The Organiser undertakes to comply with applicable child protection legislation and not to send or disseminate derogatory, defamatory or threatening content. The Organiser undertakes not to use the WLAN to send spam and/or other forms of illegal advertising.

3. The Organiser shall indemnify the operator against third-party damage and claims that are due to any illegal use of the WLAN by user(s) and/or a breach of this agreement. This indemnification also extends to costs and expenditure relating to the asserting of claims or their defence. The Organiser has been informed that any use of the WLAN of the operator is documented and archived with the IP address, MAC address, date and time to hold the operator harmless where necessary and to prove which user used the WLAN and when

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Section 12 Final provisions and place of jurisdiction

1. This contractual relationship is subject solely to the laws of Germany.
2. Berlin is agreed as the court of jurisdiction for all disputes directly and indirectly arising from this contract insofar as the Organiser is a business person in accordance with the German Commercial Code (HGB), a legal entity under public law or a special fund under public law or the Organiser does not have a place of jurisdiction in Germany. In the case of subject matter jurisdiction of the district court, the district court of Berlin-Mitte holds jurisdiction.
3. If individual clauses of these general contract and payment terms and conditions are or become invalid, the validity of the remaining provisions shall remain unaffected. In such an event, the invalid provision shall be supplemented or amended to ensure that the intended purpose of said invalid provision is achieved.

The operator hereby acknowledges to having read and accepted the General Terms & Conditions of Business.

Date / Name / Company stamp / Signature of the Organizer

Date / Name / Company stamp / Signature of Fabrik 23 GmbH