



GENERAL TERMS AND CONDITIONS OF BUSINESS
OF PALAIS COBURG RESIDENZ GMBH
EVENT DIVISION

The following General Terms and Conditions for events of Palais Coburg Residenz GmbH (hereinafter also referred to as „PCR“) are an integral part of the contract with you (hereinafter also referred to as „PROMOTER“). Any other terms and conditions are invalid. The PROMOTER accepts these General Terms and Conditions as well as any relevant commercial and other provisions, and with his/her signature accepts liability for compliance. Any deviations from these General Terms and Conditions desired by the PROMOTOR shall be effective only after written acceptance by PCR. Verbal agreements, agreements made on the telephone, and written and verbal agreements made with agents of PCR shall only be binding on PCR if they are confirmed in writing by PCR. Any verbal/written declarations prior to the forwarding of a binding offer by PCR to the PROMOTOR shall merely represent the provision of information and shall not be interpreted as a binding offer by PCR.

To fulfill the contract, PCR shall make use of external service providers (such as e.g. catering companies). The PROMOTOR expressly agrees to this. PCR shall be authorized to collect payment on behalf of the external service providers.

The PROMOTOR may only accept this binding offer by PCR by returning the signed binding offer to PCR by post, e-mail or fax. All the provided rooms are historically very valuable premises which have partly been renovated at considerable cost in accordance with the stipulation of the authorities responsible for classified buildings. The PROMOTOR undertakes to make sure that great care is taken when using the rooms.

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1. Guarantee of Participants

The PROMOTER accepts that in the case of events at which food is to be served PCR must know the exact number of participants not later than 5 work days before the event. This number shall be the guaranteed minimum number of participants. (In the case of changes within 48 hours, PCR reserves the right to make alternative deliveries in collaboration with the contracted catering company.) Moreover the food, beverage and tobacco products provided by PCR in collaboration with the contracted catering company shall be invoiced separately.

2. Cancellation of Events

The terms of cancellation are as follows:

Up to 6 weeks before the date of the event	30 % cancellation fee
Up to 4 weeks before the date of the event	50 % cancellation fee
Up to 14 days before the date of the event	75 % cancellation fee
From 13 days before the date of the event	100 % cancellation fee

based on the agreed total price.

The cancellation fee shall be calculated of the „total price “indicated in the event offer and shall not be subject to judicial moderation.

3. Ground Plan

The rooms available to the PROMOTOR and their entrances are shown in a ground plan which forms an integral part of this contract (see Annex). The rooms made available are marked accordingly on the ground plan. With his signature on the General Terms and Conditions, the PROMOTOR confirms the receipt of the detailed plans (see Annex), which illustrate emergency exits and escape routes.

4. Service (only with in-house catering)

PCR shall make his staff available to the PROMOTOR even after the end of the agreed period of time. After midnight we shall invoice € 29,00 excl. VAT per employee/hour of service.

4a. Service (only with external catering)

The staff will be provided by the respective contract catering service even after the agreed time of the event. After midnight 10% of the total net room rental fee will be charged additionally.

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5. Technical Services

If technical services are necessary for the event, PCR shall also have such services provided by external companies and shall charge the resulting costs to the PROMOTOR.

6. Valuables

PCR shall not accept any liability for valuables, such as appliances, pictures, cash, etc. which are brought in by participants during the event.

7. Music

If the PROMOTOR plans to have music during the event, he is under obligation to register this fact with AKM on time. Any costs in this connection shall be charged to the PROMOTOR.

8. Decoration

The PROMOTOR is under obligation to notify PCR in writing of the intended installation of decoration materials or other objects, and to obtain permission. The event premises must not be damaged in any way and the decoration materials must be in accordance with the style of the building. They must be installed by qualified personnel, whereby the fire safety and other regulations must be observed. Any penalties resulting from non-compliance shall be paid by the PROMOTOR. Any costs incurred by the installation and removal of decorations shall be charged to the PROMOTOR. Furnishings, such as dance floors, platforms, etc., shall be invoiced separately as agreed.

9. Liability

The PROMOTOR shall be liable for any damage caused by his/her guests, employees or agents. PCR shall be fully reimbursed for any costs thus incurred. The PROMOTOR shall take out adequate insurance for all and any damages for which he is liable. Otherwise PCR shall be authorized to take out insurance on the Promoter's behalf. PCR shall not accept any liability for loss or damage of objects brought in.

10. Termination by PCR

PCR is entitled to terminate the contract at any time and without stating reasons.

- a) If regular business operations are jeopardized by the event
- b) If the reputation and safety of the building are jeopardized

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c) In the event of force majeure

d) If agreed down payment is not received punctually by PCR.

11. Down Payment

The PROMOTOR shall pay a suitable down payment, which will be individually negotiated with PCR and will be paid after the contract has been signed.

12. Invoicing

Invoices shall be payable within 8 days of receipt. Any objections and amendments to receipts may be made within 8 days of the invoice date. The prices quoted by PCR are generally including statutory sales tax. In the event of late payment PCR shall charge default interest in the amount of 5 % over the applicable base rate of the European Central Bank (6-month Euribor).

Raiffeisenlandesbank Oberösterreich BLZ: 34000 Kto.Nr. 715 5385

IBAN: AT48 3400 0000 0715 5385 - BIC: RZ 00 AT 2L

13. Place of Jurisdiction

The place of jurisdiction for any disputes arising from or in connection with this contract shall be the court of competence for the First District of Vienna.

14. Personal Data

PCR processes the personal data of the PROMOTER. Further information on the processing of personal data is available at www.palais-coburg.com/en/privacy.

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15. Deliveries

Deliveries and declarations of intent shall be made with legal effect to the address indicated by the PROMOTOR on signing the contract, unless a different address is specified in writing. The PROMOTOR is under obligation to provide the necessary data in full and correctly upon signing the contract. If the PROMOTOR provides incorrect, incomplete or unclear data, he shall be liable for any cost incurred to PCR as a result. The PROMOTOR is under obligation to notify PCR in writing of any changes in name, address, or domicile forthwith and may be held liable for damages in the event of failure to do so. In the event of omission any written notification sent to the PROMOTOR's last known address shall be considered as effectively delivered.

I / we (=PROMOTOR) have read and understood the General Terms and Conditions and expressly accept these. Any individual provisions of the General Terms and Conditions that were unclear have been explained by PCR. This agreement shall become binding upon receipt of the signed offer by PCR within the period specified.

Vienna,

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Official stamp PROMOTOR