



GENERAL TERMS AND CONDITIONS OF THE AULA DER WISSENSCHAFTEN

1. CONTRACT TERMS FOR RENTAL AND HANDOVER

1.1 Coverage

These terms and conditions shall apply to all agreements between KOOP Live Marketing GmbH & Co KG (hereinafter referred to as AULA) and its contracting partner, unless otherwise agreed upon in writing.

1.2 Terms of Contract

The rooms and areas of the Aula der Wissenschaften are made available by the AULA according to the agreements made. They may only be used in line with these agreements by the person appropriately authorized and only at the time agreed and exclusively for the purpose previously determined. To be binding, an event must be booked in writing, giving the name and full business address of the contracting party as well as of the invoice addressee. In case an event is booked orally, a written statement must be provided as soon as possible. Event booking is only considered binding when confirmation in writing has been received. An agreement for a specific event is reached by accepting the contract/agreement (confirmation of contract/agreement signed by both contracting parties).

1.3 Object of the Contract/Agreement

The rooms, areas and equipment of the Aula der Wissenschaften are made available and handed over by the AULA exclusively on the basis of the contractual agreement (rental agreement). Any alterations to these rooms, equipment, etc. require agreement in writing by the AULA.

The attachment of decorations, advertising material, etc. to the building structure requires separate permission in writing by the AULA.

1.4 Use of the Object of the Contract/Agreement

All rooms, areas, etc. must be used as intended and with great care. As soon as the contractually agreed period of use has expired, they must be returned in the same condition as received, considering usual wear and tear. Any structural or other changes or adaptations of the event area or equipment are only permitted with prior written agreement by the AULA, with the customer having to bear any related costs. If an agreement to changes has been given, the contracting party must restore the original state at his own expense after the end of the event.



1.5 Handing over of the Objects of the Contract/Agreement

The objects of the agreement are handed over during site inspection in the presence of the contracting party or his authorized agent and a representative of the AULA.

Any deficiencies must be immediately indicated, since any later claim by the contracting party is expressly waived. The dates for inspection result from the period of use which is specified in writing, i.e. before and after start and/or end

of the set-up and/or removal time. Minor deviations due to technical requirements, as well as colour deviations (decoration, etc.) shall not be considered to be deficiencies. The AULA must be immediately notified by the contracting party and the the AULA must immediately notify the contracting party respectively of any damage to the event areas, walls, floors, cables and lines and other technical or structural elements. Repair is made at the earliest possible date at the expense of the contracting party.

1.6 Compulsory Attendance

During the period of use, the contracting party must make sure that he or an authorized agent is present and can be reached by phone at all times.

1.7 Authorized Agents

Persons authorized by the contracting party are considered to be empowered to receive and follow instructions by official authorities, or other complaints and statements respectively by the AULA; these have a binding effect upon the contracting party (the names of the authorized agents must be determined upon conclusion of the contract/agreement).

1.8 Immediate Actions

Should the contracting party or his authorized agent leave the premises or cannot be reached before or during the event or its use as specified in the contract/agreement, the AULA shall be authorized to initiate the measures it considers appropriate without previous notification of the contracting party at the contracting party's liability, risk and cost.

1.9 Safety Rules, Accident Prevention and other Legal and Administrative Regulations

The organizer is obliged to comply with all accident prevention regulations stipulated by law, official authorities, or otherwise applicable. This includes the safety and security regulations stipulated by the AULA.

All authorities, officials, public order officers, as well as the representatives of the AULA must at any time be given access to the events, and their instructions must be followed. Police, fire brigade and ambulance service must be immediately notified in case of danger. The AULA shall be authorized to assure itself at any time that the safety regulations are observed. The management of the AULA or its representatives respectively are authorized to arrange for an immediate correction of a situation which is contrary to regulations at the contracting



party's expense as well as to forbid any operation which is contrary to regulations. The AULA may, at any time, forbid the operation of machines, appliances or equipment etc. and prohibit their being put back into operation, if the AULA considers their operation to be a danger to or a damage of the reputation of the AULA. The event organizer is obliged to follow requirements and instructions issued on account of public emergency regulations. The organizer is liable for any damage to persons, material and property caused by his event, its activities or his co-workers as well as by third parties. To the extent that local commercial or public health permits are required, these must be obtained by the organizer in due time before the event and be ready for inspection.

2. Official Permits, Authorizations, Commissionings

2.1 Official Permits

The contracting party is obliged to obtain all official requirements and authorizations in due time and at his expense. Official requirements must be complied with without delay and at the organizer's expense. Proof must be provided that this has been done. Should an official commissioning be required, the contracting party or his authorized agent respectively must participate.

2.2 Fees and Charges for Events

The contracting party takes care of all official registrations of the event; moreover, he is obliged to comply with all statutory requirements in connection with the event and to obtain all necessary official permits in due time. Any related costs are borne by the contracting party. The compliance with all statutory requirements and the presence of the required permits must be documented if so requested by the AULA. Registration with and payment to the AKM (Society of Writers, Composers and Music Publishers) as well as of any other charges and fees must be made or paid respectively by the contracting party.

Should such payments be claimed from the AULA directly, the AULA has to be indemnified and held harmless by the contracting party

2.3 Events with Public Attendance

Events with public attendance are subject to specific regulations. Compliance with these provisions is expressly stated (in line with the requirements of the police department in charge of such meetings)

2.4 Third-Party Objects

Objects of any kind may only be brought to the premises when previously agreed between the contracting parties. Date, time and type of delivery as well as storage, if so required, must be agreed upon.



2.5 Third-Party Equipment and Appliances

Use of equipment and appliances which are not provided by the AULA is only permitted with written agreement by the AULA. The event organizer must obtain information about all generally recognized technical regulations applicable in Austria, as well as all labor-protection regulations, legal provisions and stipulations by authorities and professional cooperatives, and other rules on accident prevention and safety and security, and comply with them so that users, third parties and the building structures are protected against dangers of any kind (including dangers to life and limb) when they are used according to specifications. Under no circumstances may equipment and appliances be set up or demonstrated without using the appropriate protective gear. In addition to these general provisions, all other applicable special stipulations and regulations concerning buildings, structures, electrical equipment and technical presentations of any kind must be observed, even though they may not be mentioned here specifically. Appliances and devices with combustion engines must not be operated on the premises of the event location. Vehicles with combustion engines must not be driven into the building. If appliances and devices using readily volatile fuels (gasoline, benzene, liquid gas or alike) are set up on the premises, the fuel tanks must be emptied, before the appliances and devices are brought into the rooms, and their intake openings must be closed. Batteries must be removed or disconnected. Any oil or grease on engines and vehicle bodies must have been properly removed.

2.6 Dismantling and Removal

Dismantling and removal of the objects brought to the event location must be handled professionally and performed and/or completed at the contractually agreed times, failing which the AULA has the right to have these objects removed and stored, irrespective of their ownership, at the risk and cost of the contracting party. Deliveries and removals may strictly only be made between 06:00 and 22:00 hours.

3. Right of Access

3.1 Public officials, representatives of authorities and representatives of the AULA

Public officials in charge, representatives of authorities and of the AULA as well as AULA employees must at any time be given access to the rooms and areas that are covered by the contract/agreement.

3.2 Pets

Entering the AULA with dogs, unless they are assistance dogs, or any other type of pets is prohibited without exception.



3.3. Inspection Tours

The contracting party acknowledges the right of the AULA to conduct inspection tours of the premises and areas used by the contracting party during the period covered by the contract/agreement, unless the purpose of the contract/agreement or justified interests of the contracting party are considerably impaired. The contracting party does not have permission to conduct independent inspection tours without previous agreement.

4. Type of Events

4.1 Events by Extremist Groups

Should an event turn out to be organized by an extremist group, the AULA reserves the right to withdraw from the contract/agreement – also at short notice – and to do so without cost and without consequence resulting from the contract/agreement (no time limit shall apply in this case).

4.2 Standard of the Event

The way the event is equipped and conducted, or the activity to achieve the purpose of the contract/agreement must meet the standard and reputation of the AULA.

5. Information Obligation

5.1 Type and Schedule

Three weeks before the event at the AULA at the latest, the contracting party must provide exact written information about the type and schedule of the event.

5.2 Distribution of Goods or Printed Material

Distributing or selling goods, printed matter, food or other objects on the entire premises of the AULA is only permitted with the express agreement of the AULA. The contracting party is obliged to obtain all required official permits and is liable for the payment of any charges that may fall due (e.g. taxes). If the AULA is held liable directly, the contracting party shall indemnify the AULA for any expenses and court actions.

5.3 Advertising Measures

The contracting party must inform the AULA in time about its intended advertising measures. Only the title approved by the AULA may be used in the announcements of an event. The rented areas are available to the contracting party for advertising measures. The AULA may request a design which takes account of its overall image. Advertising measures outside the rented areas are not permitted unless so agreed in writing. This also includes the use of persons as live advertisers, as well as the distribution and attachment of advertising material



of any kind, e.g. leaflets, posters, stickers, etc. The following advertising measures are also prohibited within the building:

Advertising measures that

- a. violate legal- and administrative regulations, technical rules or public morals
- b. disturb third parties, e.g. by sound pollution or optical molestation
- c. obstruct the flow of visitors and thus have a negative influence on the event
- d. violate official rules and regulations, in particular those of the fire prevention authorities.

The use of the logo and the lettering of “Aula der Wissenschaften” require the express permission of the AULA. Should this rule be violated, the contracting party must expect to be sued for damages under the copyright law. The AULA has the right to prevent any unauthorized posting or advertising without consulting the contracting party or resorting to judicial assistance, as well as to remove them at the expense of the contracting party. In case of disputes concerning the admissibility of advertising measures, the AULA shall decide without recourse to judicial review. The decision of the AULA is final.

5.4 Recordings and Transmissions

The production and use of sound- or film recordings as well as of audio-, radio- and TV recordings require written permission by the AULA.

Live recording (sound and/or image) is only allowed with written consent of the contracting party and with reference to the legal basis.

5.5 Technical Guidelines

Power requirements and the necessary power connections must be clarified with the AULA in due time before set-up.

5.6 Planning Work

The organizer or firms and persons commissioned by the organizer must get on-site information about the technical requirements and take the exact measurements before the start of planning. If necessary, layout plans of the individual rooms and areas with indication of measurements may be requested, but this information is supplied with no liability assumed. Should the organizer plan open air structures, he must present true-to-scale plans, indicating the loads and sizes of the objects, to the AULA for approval two weeks before the event at the latest. Structural alterations are generally inadmissible.

6. Catering

Catering services may only be provided by a licensed company. Bringing in food or beverages from other sources or by the contracting party is prohibited, unless exhibitors hand them out to visitors free of charge.



7. Payment Conditions

7.1 Payment on Account

Upon signing of the contract/agreement, a payment on account of 25 % of the expected sum total including supplementary costs shall fall due.

7.2 Payment Deadlines

One month before start of the event at the latest, the estimated remainder of the sum total minus payments on account must have been received.

7.3 Final Settlement

Two weeks after the event at the latest, the final calculation of the payment of rent and supplementary costs, plus value-added tax in the amount applicable at that time will be made. The balance resulting from this calculation shall be due within 14 days as of the date of the invoice, or will be refunded and transferred by the AULA to an account indicated by the contracting party respectively.

7.4 Delays in Payment

In case of any arrears in payment, the contracting party has to pay the AULA interest of delay of 6 % above the discount rate of Oesterreichische Nationalbank (Austrian Central Bank), plus value-added tax.

8. Withdrawal from the Contract

8.1 Withdrawal from the contract by the AULA

The AULA has the right to withdraw from the contract/agreement without any period of notice, if:

- a. the contracting party is in arrears with its financial obligations;
- b. the necessary official permits could not be presented to the AULA and/or are not available, or if the authorities prohibit holding the event;
- c. the AULA finds out that the planned event is contrary to the agreements made, is in contravention to existing laws or if a breach of public peace, order or safety must be feared;
- d. force majeure or other circumstances force the AULA to close or clear one or several event areas or the entire premises temporarily or for a longer period of time. Withdrawal from the contract/agreement or claiming damages is precluded in such a case. This also includes limitations of use of the contractually determined areas and/or the accesses which may result from refurbishing or reconstruction measures or due to official rules



- and instruction by authorities. In these cases, the AULA will endeavor to find alternative solutions, without acknowledging any legal obligations;
- e. bankruptcy or arrangement in bankruptcy proceedings are being initiated against the property of the contracting party.
 - f. the contracting party is more than 30 days in arrears with payment under other contracts. In such cases, the contracting party has no claim vis-à-vis the AULA.

8.2 Withdrawal from the Contract by the Contracting Party

The contracting party may withdraw from the contract/agreement by a unilateral written statement with the cancellation conditions given in 8.3 below applying.

8.3 Cancellation conditions

In case of a cancellation of the contract/agreement up to one year before the start of the event, 15% of the expected total contractual remuneration (including value-added tax) are due for payment; 25% are due in the event of a cancellation up to 6 months before the start of an event; 50% in case of a cancellation 14 days before an event, and 100% for shorter cancellation periods. Moreover, the AULA shall receive refunds for all costs and expenses that it has incurred up to that date.

9. Liability

The contracting party bears the entire risk of the event organized by him, including the preparation, set-up, carrying-through and removal. The contracting party is liable for any damage, including consequential damage, which is caused by him, the persons commissioned or employed by him, his authorized agents, as well as by his visitors and/or guests, which are to the detriment of any other persons. Above else, this applies to

- damage to the building, furniture and equipment caused by the event,
- damage caused by bringing in objects as well as by set-up and removal work,
- all consequences resulting from exceeding the agreed maximum number of visitors as well as from an insufficient number of securities,
- any damage resulting from late clearing of the premises or clearing them in violation of the contract/agreement, in particular also leading to the impossibility of renting out the premises or having to rent them out at a lower price, including compensation for damage to reputation or credit standing.

The contracting party shall be expressly obliged to use qualified expert staff. The AULA is liable exclusively for any damage caused with intent or by gross negligence by the AULA or a person for which it is answerable.



9.1 Accidents/Insurance

The AULA does not accept any liability for accidents concerning users of, suppliers or visitors to the objects of the contract/agreement.

9.2 Lost Objects

The AULA is not liable if objects should be lost by the contracting party, his staff, authorized persons, visitors or guests during or in connection with events; this also applies to thefts. Property insurance (e.g. insurance against theft, break-in and fire damage) must be taken out by the event organizer himself. If required an adequate insurance may be made available.

9.3 Furnished Objects

No liability whatsoever is accepted by the AULA for objects of any kind (including machines, equipment, etc.) which are brought to the AULA from outside. All risks are the responsibility of the contracting party, and he must, among others, indemnify the AULA and hold it harmless against any claims of third parties. The AULA does not provide security services.

9.4 Technical Defects

The AULA does not accept any liability for technical defects of any kind, disruptions of the energy supply (power, water, etc.) or any other disruption of operation, unless it is willfully or gross negligently caused by staff or authorized agents of the AULA.

9.5 Delays in Removal

Furthermore, the AULA shall not be liable for objects of any kind, removed and stored according to item 8.

9.6 Security

The AULA does not accept any liability for objects brought onto the premises by the organizer or an exhibitor and, in particular, no replacement for damaged or stolen goods is provided. The security staff of the AULA is not authorized to accept any orders from the organizer/exhibitor. The AULA shall not be liable for any order(s) accepted in violation of this provision. In special cases and in agreement with the contracting party, the AULA reserves the right to provide securities for the event, the cost of which is invoiced to the organizer.

9.7 Deliveries/Shipments

Goods which cannot be allocated are not accepted by the AULA. Goods allocated to specific events are conveyed to the logistics manager of the AULA for receipt and storage, unless a representative nominated by the organizer takes over these goods.



10. Specific Features of the Location

10.1 Cleaning

The AULA will take care of basic cleaning, intermediate cleaning and surface cleaning of the premises; the costs are included in the quotation. In case of excessive soiling, or should special cleaning be required, the AULA reserves the right to pass on the cost to the client without prior notice.

10.2 Waste Disposal

The Waste Disposal Act of October 1993 stipulates that the respective organizer of an event has to take care of the disposal of any type of waste, caused by the holding of events or their set-up and removal respectively. The accumulated material must be removed by him or a cleaning firm employed by the contracting party, using the containers provided and observing the regulations for the separation of material that can be recycled (paper, carton, glass, metal, plastic, etc.) from residual waste. Else, the AULA has the right to commission removal at the organizer's expense.

Re-usable packaging material may be stored at a fee during the period of the event.

10.3 Adhesive Tapes

When using double sided adhesive tapes to attach carpet floors and tiles or decorations respectively, only the adhesive tapes available at the AULA and/or completely detachable adhesive tapes may be used.

10.4 Flooring Materials

When using wall-to-wall carpeting, only non-adhesive carpets and tiles may be used. The use of glue to attach flooring, or self-adhesive tiles are prohibited. Only adhesive tapes listed under 10.3, which can be removed after the event by the organizer without leaving any traces, may be used.

10.5 Fire Protection Regulations

Fire extinguishers as well as any other safety equipment must not be blocked, covered up or moved. All corridors on the premises as well as exits and emergency exits have to be left accessible in their full width and must not be blocked by set-up material, means of transport, construction parts or any other objects.

10.6 Other Safety Regulations

Equipment that is operated with coal, gas or other combustible liquids must not be set up. Presentations with open light and fire or pyrotechnical products are prohibited. Should so-called fog machines be used, the AULA must be notified two weeks in advance.



10.7 No smoking

Smoking is prohibited on the entire premises of the AULA.

11. General Legal Regulations

11.1 Written Form

To be effective, any contract/agreement made must be in writing.

11.2 Oral Communication

In case of danger in delay (e.g. during an event), oral communication to the contracting party or his authorized agent is sufficient. Confirmation in writing has to follow up within 48 hours.

11.3 Service of Documents

All documents are served with legal effect when sent by registered letter to the address (indicated in writing) of the contracting party, who bears the risk of transportation.

11.4 Compensation

The contracting party may not offset his contractual obligations against alleged or actual counter-claims.

11.5 Assignment of Rights

Without written agreement by the AULA, the contracting party may not assign to third parties any of the rights due to him (in particular rental rights) or claims, neither completely, nor in part, neither against remuneration nor free of charge, nor may he let third parties exercise them. Even when the approval to assign rights, etc. has been granted, the contracting party continues to be jointly liable, together with the third party, for all commitments vis-à-vis the AULA.

11.6 Employees

All companies working at the AULA or commissioned to work there are obliged to comply with all currently applicable regulations of labour law.

11.7 Laesio Enormis

Both contracting parties waive any objections for violation of the contract/ agreement in case of a lesion beyond moiety of the true value of the contract.

11.8 Legal Fees and Stamp Duties

The contracting party must bear all legal fees and stamp duties arising from the contract/agreement in hand.



11.9 Agreement on Applicable Law, Venue as well as Place of Jurisdiction

Austrian law shall be applied to all contracts/agreements. For the interpretation of contracts/agreements only the German text is binding. Vienna shall be the place of performance and payment for all and any liabilities arising from whatever obligation. It is agreed that, according to § 104 of the Judicial Standards, the court with subject-matter competencies in Vienna shall be the venue for any disputes. However, the AULA shall be free to sue the contracting party also at the venue of his registered office.

11.10 Statute of Limitation

Any claims of the contracting party vis-à-vis the AULA must be made in writing within 6 months after the event, otherwise they are to be considered as time-lapsed.