

General Terms and Conditions
for Event Venue, Catering and Event Services
of MARKENHERBERGE GmbH

Table of Contents

§ 1 Scope of Application	2
§ 2 Quotations and Conclusion of Contract	2
§ 3 Scope of Services	3
§ 4 Event Organiser.....	3
§ 5 Number of Participants.....	3
§ 6 Prices	3
§ 7 Advance Payments and Terms of Payment.....	3
§ 8 Cancellation	4
§ 9 Changes to the Scope of Services and Additional Services	4
§ 10 Billing of Additional and Supplementary Services.....	4
§ 11 Third-Party Services	5
§ 12 Conduct of the Event	5
§ 12a House Rights	5
§ 12b Client's Contact Person.....	5
§ 12c Delivery, Set-up and Dismantling	6
§ 12d Advertising Materials and Alterations to the Event Venue	6
§ 12e Open Flames and Special Effects	6
§ 12f Insurance	6
§ 12g Extraordinary Cleaning	6
§ 12h Safety Regulations	7
§ 12i Photo, Film and Audio Recordings.....	7
§ 12j Venue Rules	8
§ 12k Lost Property.....	8
§ 13 Use of the Event Venue and Duty of Care	8
§ 14 Client's Liability for Damage	9
§ 15 Cloakroom	9
§ 16 Force Majeure.....	10
§ 16a Operational Impediments.....	10
§ 17 Liability of MARKENHERBERGE GmbH.....	10

§ 18 Weather Conditions.....	11
§ 19 Special Facilities and Technical Installations.....	11
§ 20 Accessibility of the Event Venue	11
§ 21 Consideration for Neighbouring Businesses and Compliance with Public Regulations	12
§ 22 Access, Keys and Admission to the Event Venue	12
§ 23 Data Protection.....	13
§ 24 Final Provisions	13

§ 1 Scope of Application

(1) These General Terms and Conditions (GTC) shall apply to all quotations, agreements and services provided by MARKENHERBERGE GmbH in connection with the provision of its event venue, catering services, event organisation, event management and all related services.

(2) They shall apply to entrepreneurs, legal entities under public law and private clients unless expressly agreed otherwise.

(3) Any general terms and conditions of the Client that deviate from these GTC shall not apply, even if MARKENHERBERGE GmbH does not expressly object to them.

(4) Individual agreements and written quotations confirmed by MARKENHERBERGE GmbH shall take precedence over these General Terms and Conditions.

§ 2 Quotations and Conclusion of Contract

(1) All quotations issued by MARKENHERBERGE GmbH are non-binding unless expressly designated as binding.

(2) The quotation is based on the information available at the time it is prepared, in particular the expected number of participants, the duration of the event, the agreed scope of services and the event schedule.

(3) Any changes to these underlying assumptions may result in an adjustment of the agreed remuneration.

(4) The Agreement shall only become effective upon written acceptance of the quotation by the Client or upon written order confirmation issued by MARKENHERBERGE GmbH.

(5) No verbal collateral agreements shall exist. Any amendments or additions must be made in text form unless a stricter form is required by mandatory law.

§ 3 Scope of Services

- (1) The scope of services to be provided by MARKENHERBERGE GmbH shall be determined exclusively by the respective quotation, including all attachments thereto.
- (2) Any subsequent amendments or extensions to the agreed scope of services shall require the mutual agreement of the Parties and shall be remunerated separately.

§ 4 Event Organiser

- (1) The Client shall be the sole organiser of the respective event.
- (2) MARKENHERBERGE GmbH shall provide the event venue and the agreed services.
- (3) The provision of services by MARKENHERBERGE GmbH shall not establish the legal status of an event organiser.

§ 5 Number of Participants

- (1) All calculations are based on the number of participants agreed in the quotation.
- (2) If the agreed number of participants is exceeded, MARKENHERBERGE GmbH shall be entitled to charge the Client for all additional costs incurred as a result.
- (3) Such additional costs include, in particular, additional personnel, goods, beverages, catering, security, cleaning and waste disposal costs.

§ 6 Prices

- (1) Only the prices stated in the respective quotation shall apply.
- (2) Price commitments shall apply exclusively to the commissioned event unless otherwise agreed in writing.
- (3) Recurring events shall be recalculated on the basis of the prevailing economic conditions applicable at the time the respective quotation is issued.

§ 7 Advance Payments and Terms of Payment

- (1) MARKENHERBERGE GmbH shall be entitled to require reasonable advance payments.
- (2) The amount and due dates of such advance payments shall be specified in the respective quotation.
- (3) Advance payments shall serve, in particular, to reserve the Event Venue, to secure the availability of personnel and operational resources and to compensate for planning, organisation, coordination, project management and reservation services already rendered.
- (4) Invoices shall be payable without deduction within the payment period specified in the quotation.

(5) MARKENHERBERGE GmbH shall be entitled to suspend the performance of its services until all due payments have been received.

§ 8 Cancellation

(1) The conditions governing cancellation shall be set out in the respective quotation.

(2) Any remuneration already earned and any advance payments that have become due shall remain unaffected.

§ 9 Changes to the Scope of Services and Additional Services

(1) Any changes to the event schedule or the agreed scope of services after conclusion of the Agreement shall require prior coordination with MARKENHERBERGE GmbH.

(2) Any additional costs arising therefrom shall be borne by the Client.

(3) Chargeable additional services shall include, in particular, subsequent requests by the Client relating to the furnishing, furniture layout, decoration, room configuration, technical equipment or event schedule where such requests require additional personnel, time, materials or organisational effort.

(4) This shall apply irrespective of whether such requests are made before the event, during the set-up phase or during the event itself.

(5) Unless otherwise agreed, such additional services shall be invoiced on the basis of the actual time and materials required in accordance with the current price list or the agreed charge rates of MARKENHERBERGE GmbH.

(6) The agreed Location Fee shall cover exclusively the services described in the respective quotation. Any additional services or requested changes shall be remunerated separately. No separate written order shall be required where the Client or its authorised representative requests or approves such services on site.

§ 10 Billing of Additional and Supplementary Services

(1) All services additionally commissioned after conclusion of the Agreement or performed at the Client's request shall be invoiced separately.

(2) This shall apply in particular to additional personnel hours, modifications to the set-up or dismantling, changes to furniture or decoration, extended event hours, extraordinary cleaning, repairs, additional deliveries and any other additional expenditure.

(3) Such services shall be invoiced at the agreed prices or, where no remuneration has been agreed, on the basis of the actual time, materials and personnel required in accordance with the current charge rates of MARKENHERBERGE GmbH.

§ 11 Third-Party Services

(1) Where services provided by third parties are merely arranged or coordinated by MARKENHERBERGE GmbH, such services shall be provided solely in the name and for the account of the Client unless otherwise agreed in writing.

(2) In such cases, MARKENHERBERGE GmbH shall not be liable for the services provided by the respective third-party contractors.

§ 12 Conduct of the Event

(1) The Client shall be responsible for obtaining all permits and approvals required for the event insofar as these are legally incumbent upon the Client.

(2) The Client shall ensure that all persons engaged or authorised by the Client comply with the Venue Rules and with all instructions issued by MARKENHERBERGE GmbH.

(3) The Client undertakes to provide all information, decisions and approvals required for the proper organisation and execution of the event in a timely manner. Any delays or additional costs resulting from a delayed provision of such information or approvals shall be borne by the Client.

§ 12a House Rights

(1) MARKENHERBERGE GmbH shall exercise its House Rights throughout the entire contractual period, including the set-up and dismantling phases, within the Event Venue and the associated outdoor areas.

(2) The Client and all persons engaged by the Client shall comply with any instructions issued by employees or authorised representatives of MARKENHERBERGE GmbH insofar as such instructions serve the safety of persons, the protection of the premises or the proper conduct of the event.

(3) MARKENHERBERGE GmbH shall be entitled to remove from the premises any person who poses a risk to persons, property or the proper conduct of the event or who, despite prior warning, violates these General Terms and Conditions or the Venue Rules.

§ 12b Client's Contact Person

(1) No later than at the commencement of the event, the Client shall appoint a responsible contact person who is authorised to make decisions and issue instructions throughout the entire event and who shall be available at all times.

(2) Any instructions, approvals or declarations given by such contact person shall be deemed to be declarations made by the Client, including with respect to additional services and the resulting remuneration.

§ 12c Delivery, Set-up and Dismantling

- (1) Deliveries, as well as all set-up and dismantling activities, shall only take place following prior coordination with MARKENHERBERGE GmbH.
- (2) The agreed time slots shall be observed.
- (3) Delays or any exceeding of the agreed set-up or dismantling periods may be charged separately based on the actual additional effort incurred.

§ 12d Advertising Materials and Alterations to the Event Venue

- (1) Decorations, advertising materials, banners, adhesive signs or any other alterations to the premises shall require the prior approval of MARKENHERBERGE GmbH.
- (2) The installation of screws, nails, dowels, adhesive tapes, films or any other fastening materials on walls, floors, ceilings or furnishings shall only be permitted with the prior approval of MARKENHERBERGE GmbH.
- (3) The Client shall be liable for any damage resulting therefrom.
- (4) The removal of existing furnishings or decorative items shall likewise require prior approval.

§ 12e Open Flames and Special Effects

- (1) Candles, torches, sparklers, open flames, pyrotechnics, smoke machines or comparable special effects may only be used with the prior written approval of MARKENHERBERGE GmbH.
- (2) The Client shall obtain, at its own expense, all permits and approvals required by law or by the competent authorities.

§ 12f Insurance

- (1) The Client confirms that it maintains insurance coverage appropriate to the size and nature of the event.
- (2) MARKENHERBERGE GmbH shall be entitled to request appropriate evidence of such insurance prior to the commencement of the event.

§ 12g Extraordinary Cleaning

- (1) The agreed remuneration includes only the standard cleaning of the Event Venue.
- (2) Extraordinary cleaning and soiling shall be invoiced separately.

This includes in particular:

- blocked sanitary facilities,
- confetti,

- glitter,
- wax,
- adhesives,
- graffiti,
- extraordinary beverage-related damage,
- soiling caused by animals,
- vomit; and
- excessive soiling of outdoor areas.

(3) Any extraordinary cleaning, drain cleaning, emergency call-out services or waste disposal measures required shall be charged according to the actual costs incurred.

§ 12h Safety Regulations

(1) The Client shall ensure throughout the entire duration of the event that escape routes, emergency exits, rescue routes and all fire protection equipment remain accessible and fully operational at all times. Such facilities must not be blocked, obstructed or impaired in any way.

(2) Any instructions issued by MARKENHERBERGE GmbH or by the competent public authorities in this respect shall be complied with immediately.

§ 12i Photo, Film and Audio Recordings

(1) Photo, film and audio recordings within the Event Venue are generally permitted, provided they serve the purpose of the respective event and do not violate any statutory provisions or the rights of third parties.

(2) The Client shall be solely responsible for compliance with all applicable data protection, copyright and personal rights legislation. In particular, the Client shall ensure that all required information is provided and that any legally required consents of the persons concerned are obtained.

(3) The Client shall indemnify and hold harmless MARKENHERBERGE GmbH against any claims asserted by third parties arising from photo, film or audio recordings created or published by the Client or persons engaged by the Client, provided that the Client is responsible for the respective infringement.

(4) The commercial use of photographs, films or audio recordings of the Event Venue, the Concept Store or individual areas thereof for advertising, marketing, press or other publication purposes shall require the prior written approval of MARKENHERBERGE GmbH unless expressly agreed otherwise in the Quotation or in a separate written agreement.

(5) This shall apply in particular to the commercial use of recordings in which design objects, vintage furniture, works of art, decorative items, retail products or other distinctive features of the Event Venue constitute the principal subject matter.

(6) Copyright notices, trademarks, trade names or any other identifying marks of MARKENHERBERGE GmbH may neither be removed, altered nor used in a misleading manner without the prior written consent of MARKENHERBERGE GmbH.

(7) The Client shall retain all rights to photographs, films and audio recordings created by the Client or persons engaged by the Client during the event. However, any use of the MARKENHERBERGE brand, the Event Venue or its distinctive design features for independent advertising or marketing purposes shall require the prior written approval of MARKENHERBERGE GmbH.

§ 12j Venue Rules

(1) Where Venue Rules exist for the Event Venue, the version valid at the time of the event shall form an integral part of the contractual relationship.

(2) The Client undertakes to comply with the Venue Rules and to ensure that its guests, employees, service providers and all other persons engaged by the Client also comply with them.

(3) Any breach of the Venue Rules shall entitle MARKENHERBERGE GmbH to take all appropriate measures necessary to restore the proper operation of the Event Venue. Any further contractual or statutory rights shall remain unaffected.

§ 12k Lost Property

(1) Any items found within the Event Venue shall be handled in accordance with the applicable statutory provisions.

(2) MARKENHERBERGE GmbH shall have no obligation to search for or store lost property beyond its statutory obligations.

(3) Any costs incurred for the shipment or return of lost property shall be borne by the owner.

§ 13 Use of the Event Venue and Duty of Care

(1) The Client shall use the Event Venue, its facilities, technical installations and the entire inventory with due care and diligence and shall ensure that its employees, guests, visitors, speakers, artists, suppliers, service providers and any other persons engaged by the Client comply with the same duty of care.

(2) The SOIS BLESSED Event Venue is furnished to a high standard and includes designer furnishings, vintage pieces, unique items and other valuable furnishings. The Client shall ensure that all persons admitted by the Client exercise the necessary care when using the premises.

(3) The Client shall be liable for all damage, extraordinary soiling or other impairment of the Event Venue or its inventory caused by the Client or by the persons referred to in paragraph (1).

This shall include, in particular:

- damage to furniture, decorations or technical equipment,

- extraordinary cleaning measures,
- damage to floors, walls or sanitary facilities,
- blockages of toilets or drainage systems resulting from improper use,
- damage caused during set-up or dismantling,
- damage caused by technical equipment or third-party contractors; and
- any other damage exceeding normal contractual use.

(4) Any extraordinary cleaning, emergency repairs, drain cleaning, fault rectification or comparable measures required shall be charged to the Client according to the actual costs incurred.

(5) This shall also apply where the specific person responsible for the damage cannot be identified within the event group. The Client shall remain the sole contractual partner and point of contact for all claims arising from the use of the Event Venue.

(6) Upon completion of the event, the Client shall return the Event Venue in the contractually agreed condition.

(7) Any damage or malfunction detected shall be reported to MARKENHERBERGE GmbH without undue delay.

§ 14 Client's Liability for Damage

(1) The Client shall be liable for all damage to the premises, facilities, technical installations and the entire inventory of MARKENHERBERGE GmbH caused by the Client or by its employees, visitors, guests, speakers, artists, service providers, suppliers, subcontractors or any other persons engaged by the Client.

(2) This shall apply in particular to damage caused by event equipment, media and camera equipment, stage construction, decorations, security services, logistics providers or any other third-party contractors.

(3) The Client shall remain the sole contractual partner and sole point of contact for all claims for damages. MARKENHERBERGE GmbH shall not be obliged to pursue claims directly against the individual person responsible for the damage.

(4) Damaged or destroyed furnishings shall be replaced at their replacement or restoration value. In the case of unique items, designer furniture or vintage furnishings, this shall include all restoration, procurement and transport costs.

(5) Normal wear and tear resulting from proper contractual use shall remain unaffected.

§ 15 Cloakroom

(1) Liability for cloakroom items shall exist only where a cloakroom service has been expressly agreed and is operated by MARKENHERBERGE GmbH.

(2) No liability shall be accepted for cash, jewellery, mobile phones, laptops or any other valuables.

§ 16 Force Majeure

(1) Where an event cannot be held, or can only be held to a limited extent, due to Force Majeure, official orders, terrorist threats, war, pandemics, natural disasters, strikes or other unforeseeable events of a similar nature, neither Party shall be liable for the resulting consequences.

(2) Any remuneration already earned and any advance payments that have become due shall remain unaffected.

(3) Any mandatory statutory rights shall remain unaffected.

§ 16a Operational Impediments

(1) If MARKENHERBERGE GmbH is unable to perform the agreed contractual services, in whole or in part, on a temporary or permanent basis due to extraordinary operational circumstances beyond its reasonable control, or as a result of a material change in the legal, factual or economic basis of its business operations, making the performance of the Agreement impossible or no longer commercially reasonable, MARKENHERBERGE GmbH shall be entitled to withdraw from the Agreement in whole or in part or to terminate the Agreement with immediate effect.

(2) Such circumstances shall include, in particular, the loss or substantial restriction of the use of the Event Venue, official orders or restrictions, significant technical failures, extraordinary staff shortages, the loss of essential operational prerequisites or any comparable circumstances beyond the reasonable control of MARKENHERBERGE GmbH.

(3) Any remuneration already earned for planning, organisation, coordination, project management, reservation or other services performed up to the date of withdrawal or termination shall remain payable. Any payments received for services not yet performed shall be refunded.

(4) Any further claims by the Client shall be excluded to the extent permitted by mandatory law.

§ 17 Liability of MARKENHERBERGE GmbH

(1) MARKENHERBERGE GmbH shall be liable for damages only in cases of intent or gross negligence, to the extent permitted by law.

(2) Liability for ordinary negligence shall be limited to breaches of essential contractual obligations.

(3) The above limitations of liability shall not apply in cases involving injury to life, body or health or where liability is mandatory under applicable law.

(4) To the extent permitted by law, liability for loss of profit, indirect damages and consequential damages shall be excluded.

§ 18 Weather Conditions

- (1) Where outdoor areas, terraces, courtyards or other open-air spaces form part of the agreed services, their use shall be subject to the prevailing weather conditions.
- (2) Weather-related restrictions or temporary unavailability of outdoor areas shall neither constitute a defect in the contractual services nor entitle the Client to reduce the agreed remuneration, provided that MARKENHERBERGE GmbH has not intentionally or through gross negligence caused such restriction.
- (3) The general weather risk shall be borne by the Client.
- (4) MARKENHERBERGE GmbH does not warrant that outdoor areas will remain fully usable throughout the entire duration of the event.
- (5) Outdoor areas shall be deemed to have been duly provided if they are available to the Client at the agreed time. Any subsequent weather-related restriction of their use shall not give rise to any claim for reduction of the remuneration, damages or reimbursement.

§ 19 Special Facilities and Technical Installations

- (1) The Client undertakes to use all facilities and technical installations of the Event Venue solely for their intended purpose and with due care and diligence. This shall include, in particular, sanitary facilities, kitchen areas, water supply and wastewater systems, electrical installations, heating, air-conditioning and ventilation systems, lighting, audio and network equipment, as well as all other permanently installed facilities.
- (2) The use of such facilities shall neither impair nor endanger their intended function. In particular, no objects, substances or materials may be introduced or used that are likely to cause damage, malfunctions or operational disruptions.
- (3) Where improper use of the facilities or technical installations results in malfunctions, blockages, damage or any other impairment, the Client shall bear all costs incurred for inspection, rectification, repair or restoration, provided such impairment was caused by the Client or by persons admitted by the Client.
- (4) If the specific person responsible for the damage or malfunction cannot be identified within the event group, the Client shall remain the contractual partner of MARKENHERBERGE GmbH and shall be liable for all damage or malfunctions occurring during the event.
- (5) Where external specialist contractors, emergency service providers or technical support services are required due to improper use, the resulting costs shall be reimbursed by the Client.

§ 20 Accessibility of the Event Venue

- (1) The Event Venue is located in the city centre of Munich. Access to the Event Venue may be restricted due to traffic congestion, construction works, public events, demonstrations, official security measures, police operations, state visits, road closures or comparable circumstances.

(2) Such circumstances are beyond the control of MARKENHERBERGE GmbH and shall neither constitute a defect in the contractual services nor give rise to any claims for reduction of the agreed remuneration, damages or withdrawal from the Agreement.

(3) The Client shall be solely responsible for informing its guests, visitors, employees, speakers, service providers and all other event participants in good time about the accessibility of the Event Venue and about any necessary travel arrangements or security measures.

(4) Delays or the absence of individual participants resulting from the circumstances described in paragraph (1) shall not affect the agreed remuneration payable to MARKENHERBERGE GmbH.

(5) Any additional admission procedures, access controls or visitor management measures required due to official security measures or comparable circumstances shall not constitute a defect in the contractual services.

(6) MARKENHERBERGE GmbH shall have no obligation to provide alternative parking facilities or alternative access routes.

§ 21 Consideration for Neighbouring Businesses and Compliance with Public Regulations

(1) The Client undertakes to comply with all applicable statutory provisions, official requirements and public regulations when conducting the event and to respect the legitimate interests of neighbouring businesses and neighbouring properties.

(2) In particular, the Client shall ensure that the event does not cause any unreasonable disturbance through noise, smoke, odours, light, vibrations or other emissions. The Client shall appropriately inform its guests and other event participants of the Event Venue's city-centre location and the need to show due consideration towards neighbouring businesses and local residents.

(3) Outdoor areas, courtyards, terraces and entrance areas shall be used in compliance with all applicable statutory provisions and any official requirements.

(4) Any instructions issued by MARKENHERBERGE GmbH for the purpose of complying with public regulations, official requirements or protecting neighbouring properties shall be followed without undue delay.

(5) Where any breach of the above obligations results in official measures, additional costs, administrative fines or other losses being incurred by MARKENHERBERGE GmbH, the Client shall reimburse such costs and losses insofar as the Client is responsible for the breach.

§ 22 Access, Keys and Admission to the Event Venue

(1) Access to the Event Venue shall only be permitted following prior coordination with MARKENHERBERGE GmbH and within the agreed event, set-up and dismantling times.

(2) Where keys, access cards, access credentials or access codes or similar authorisations are provided to the Client or to persons engaged by the Client, they may only be used for the agreed purpose and shall not be passed on to third parties unless previously approved by MARKENHERBERGE GmbH.

(3) The Client shall be liable for all damage, costs or other disadvantages resulting from the improper use, loss or unauthorised transfer of keys, access cards, access credentials or access codes by the Client or by persons engaged by the Client.

(4) Any loss of a key or other access medium shall be reported to MARKENHERBERGE GmbH immediately. Any measures required to restore security, including the replacement of lock cylinders, locking systems, keys, access cards, access credentials or access codes, shall be borne by the Client, provided the Client is responsible for the loss.

(5) The Client shall have no right to exclusive use of the Event Venue outside the contractually agreed event, set-up or dismantling periods.

(6) MARKENHERBERGE GmbH shall be entitled to enter the Event Venue at any time during the event where this is necessary for the performance of its contractual services, the exercise of its House Rights, safety reasons or the prevention of danger or damage. No prior notice shall be required in such cases.

§ 23 Data Protection

The data protection information published on the website of MARKENHERBERGE GmbH, as amended from time to time, shall apply. Such information forms part of the pre-contractual information obligations and may be accessed at any time on the website (<https://soisblessed.com/en/privacy/>) or provided to the Client in text form upon request.

§ 24 Final Provisions

(1) This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany.

(2) The place of jurisdiction shall be Munich, Germany, to the extent permitted by law.

(3) Should any provision of these General Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

(4) Wherever these General Terms and Conditions require written form, text form (e.g. by e-mail) shall be sufficient where legally permissible.

(5) These General Terms and Conditions have been prepared in German and English. The English version is provided for convenience only. In the event of any discrepancy, inconsistency or difference in interpretation, the German version shall prevail and shall be the sole legally binding version.

(6) The version of these General Terms and Conditions valid at the time of the conclusion of the Agreement shall apply.

(7) Place of performance shall be Munich, Federal Republic of Germany.