

1. SCOPE

- (1) These General Terms and Conditions (GTC) apply to the rental of event spaces of MEOW - Messen und Events am Holzmarkt GmbH, Holzmarktstr. 25, 10243 Berlin (hereinafter "MEOW") for holding events, as well as all other services and deliveries provided by MEOW in connection with the event.
- (2) These GTC apply exclusively to entrepreneurs within the meaning of §§ 14, 310 (1) BGB.
- (3) Deviating provisions, including the customer's own GTC, only apply if expressly accepted in writing by MEOW.

2. CONCLUSION OF CONTRACT AND CONTRACTUAL PARTNERS

- (1) MEOW's offers are non-binding. A binding event contract (hereinafter "contract") is concluded upon the written acceptance of MEOW's offer by the client. If the client acts on behalf of a third party, only the third party becomes the contractual partner; the client must notify MEOW of this in a timely manner and separately before the contract is concluded, providing the name and address of the actual contractual partner.
- (2) Subletting or re-letting of the provided event spaces and equipment, as well as conducting events that contradict MEOW's character (particularly sales or similar events), require MEOW's prior written consent.

3. SERVICES, PRICES, PAYMENT, SET-OFF

- (1) MEOW provides the ordered and promised services according to these GTC.
- (2) The contractual partner is obliged to pay MEOW the agreed prices for these services, including for services and expenses in connection with the event provided by MEOW to third parties, as far as these were contractually agreed or approved by the contractual partner. Additionally, the contractual partner is liable for the payment of costs incurred by event participants.
- (3) Prices are in euros, excluding statutory VAT. If the period between contract conclusion and fulfilment exceeds 4 months and MEOW's general prices for

such services increase, MEOW may raise the agreed price by up to 10%.

- (4) MEOW's invoices are due immediately upon receipt without deductions unless otherwise stated. The contractual partner is in default 30 days after the due date if no payment is made. In case of default, MEOW may charge statutory default interest and reserves the right to claim higher damages.
- (5) MEOW may request a reasonable advance payment or security deposit upon or after contract conclusion within a reasonable period. The amount and due date can be agreed upon in writing in the contract.
- (6) The contractual partner may only offset against MEOW's claims with undisputed or legally established claims.

4. CONTRACTUAL RIGHT OF WITHDRAWAL / CANCELLATION

- (1) MEOW grants the contractual partner a contractual right of withdrawal under the following conditions:
 - Upon cancellation, MEOW is entitled to reasonable compensation.
 - MEOW may choose between actual calculated compensation or a cancellation fee:
 - Cancellation up to 60 days before the event: 60% of the agreed fee
 - Cancellation between 59–14 days before the event: 80% of the agreed fee
 - Cancellation less than 14 days before the event: 100% of the agreed fee

The contractual partner may prove that MEOW incurred no or lower damages than the cancellation fee.

- (2) These rules apply if the contractual partner does not use the agreed services without timely notification.

5. MEOW'S RIGHT OF WITHDRAWAL

- (1) If an agreed advance payment or security deposit is not made within the set period, MEOW may withdraw from the contract.

MEOW | GENERAL TERMS & CONDITIONS FOR EVENTS

(2) MEOW may also withdraw for important reasons, including:

- Force majeure or other circumstances not attributable to MEOW making contract fulfilment impossible.
- Misleading or false information about essential facts (e.g., about the contractual partner or event purpose).
- Reasonable grounds to believe the event endangers MEOW's business operations, safety, or public reputation.
- Unauthorized subletting per clause 2.2.
- Significant deterioration of the contractual partner's financial situation.
- Insolvency proceedings are initiated or rejected due to insufficient assets.

(3) MEOW will inform the contractual partner immediately if it exercises its right of withdrawal.

(4) In these cases, the contractual partner has no right to claim damages.

6. START AND END

(1) Event spaces must be occupied by the contractual partner or participants no later than 2 hours before the event unless otherwise agreed. MEOW may reallocate the space without compensation if not occupied in time.

(2) Event spaces must be vacated and broom-clean by 12:00 p.m. the day after the event unless otherwise agreed. MEOW may charge 50% of the full price for use until 6:00 p.m. and 100% after 6:00 p.m. if delayed. The contractual partner may prove lower damages.

7. CHANGES IN PARTICIPANTS AND EVENT TIMES

- (1) The contractual partner must notify MEOW of the expected participant count upon booking, with the final count given 10 working days before the event. Changes over 5% require MEOW's consent.
- (2) If the actual number of participants is over 5% lower than agreed, MEOW may reduce the agreed participant count by only 5%.
- (3) If participant count reduces by more than 10%, MEOW may increase prices unless unreasonable for

the partner. Prices may also increase if the contractual partner requests changes post-contract, and MEOW agrees.

(4) The partner may prove MEOW has saved higher costs.

(5) If the event's start or end time changes without MEOW's prior written consent, MEOW may charge additional costs for personnel and equipment unless MEOW is responsible for the change.

8. BRINGING FOOD AND DRINKS

The contractual partner may only bring food and drinks with MEOW's written consent. MEOW may charge a service fee to cover overhead costs.

9. EVENT HANDLING

(1) If MEOW does not provide its own equipment, it will procure it from third parties on behalf and at the expense of the contractual partner. Costs will include a service fee. The partner is liable for careful use and proper return and indemnifies MEOW from third-party claims.

(2) Using the partner's own electrical equipment requires prior written approval from MEOW. An authorized technician from MEOW must always be present, and the partner's staff must follow instructions. Damage caused by the partner's equipment is at the partner's expense unless MEOW is at fault. The partner is responsible for insurance, and MEOW may charge for electricity used.

(3) MEOW will promptly address faults in provided equipment upon immediate complaint by the partner. Payments cannot be withheld unless MEOW is at fault for the issue.

(4) The partner must obtain all necessary permits for the event at their own expense and ensure compliance.

(5) The partner is responsible for handling music licenses (e.g., GEMA) independently.

(6) The partner may not use MEOW's name, trademarks, or those of associated companies without permission.

10. BROUGHT ITEMS

- (1) Items brought into the venue are at the partner's own risk. MEOW is not liable for loss or damage except in cases of gross negligence or intent.
- (2) Decorations must comply with fire regulations. Proof may be required by MEOW, and setting up decorations requires prior coordination.
- (3) Items must be removed immediately after the event. MEOW may remove or store them at the partner's expense. If removal requires disproportionate effort, MEOW may keep items on-site and charge rent.
- (4) Packaging materials must be removed by the partner. If left behind, MEOW may dispose of them at the partner's expense.

11. LIABILITY OF THE CONTRACTUAL PARTNER

- (1) The partner is liable for all damage to the building and inventory caused by participants, visitors, employees, or themselves.
- (2) MEOW may request reasonable security (e.g., insurance, deposits, guarantees) for potential damage.

12. LIABILITY OF MEOW, STATUTE OF LIMITATIONS

- (1) MEOW will address complaints about deficiencies promptly upon notification. If the partner fails to report issues, claims for reduction are excluded.
- (2) MEOW is liable under statutory provisions for injury to life, body, or health.
- (3) For other damages due to slight negligence, MEOW is liable only if essential contractual obligations are violated, limited to typical foreseeable damage.
- (4) The partner must have event liability insurance, which must be provided to MEOW before the event.
- (5) These limitations apply to all claims, including tort claims, and also apply to MEOW's staff unless damage is due to intent, gross negligence, or personal injury.
- (6) Liability for items brought in is according to statutory provisions, limited to 7,500 EUR, and 5,000 EUR for valuables unless promptly reported.

- (7) Damage claims expire within two years of knowledge or three years from the damaging event unless due to personal injury or gross negligence.

13. FINAL PROVISIONS

- (1) Changes or additions to the contract, acceptance, or these GTC must be in writing. Unilateral changes by the partner are invalid.
- (2) Place of performance and payment is Berlin.
- (3) The exclusive place of jurisdiction is Berlin unless the partner has no domestic general place of jurisdiction, in which case Berlin also applies. MEOW may also sue at the partner's general jurisdiction.
- (4) German law applies.