

1. Scope of application

Unless otherwise agreed in writing, these terms and conditions shall apply to all agreements between Congress Center GmbH Zell am See (hereinafter referred to as FPCC) and the contracting party.

2. Terms

The rooms and areas in the FERRY PORSCHE CONGRESS CENTER ZELL AM SEE shall be made available in accordance with the respective agreements. They shall only be used by the party authorized, the time specified and the purpose agreed in the respective agreements.

3. Authorities

It is provided that the organiser disposes of the legal powers and licences for the transactions of the event. The knowledge of all guidelines is also provided.

4. Leased object

FPCC shall only provide and turn over the rooms, areas and equipment in the FERRY PORSCHE CONGRESS CENTER ZELL AM SEE as provided in the respective agreement (lease agreement). Any modifications to such rooms, equipment, etc. shall be subject to FPCC's written consent. Any attachment of decorations, advertising, etc. on the building shall also be subject to FPCC's written consent.

5. Care of the leased premises

All of the rooms, areas, equipment, etc. shall be treated with care. They shall be returned in the same condition they were in before they were used upon expiration of the agreed time period.

6. Turning over the leased premises

The leased premises shall be turned over during the inspection of the building in the presence of the contracting party or its authorized agent and a FPCC representative. The contracting party shall report any shortcomings immediately and expressly waives its right to raise any subsequent claims with respect to defects. The inspection dates have to be explicitly agreed with the contracting party of FPCC. They shall be determined by the utilization period specified in the agreement, i.e. before and after mounting and dismantling. Minor technical deviations and deviations in tones (decorations etc.) shall not be considered defects. FPCC shall immediately be notified of any damage (all of sorts such as walls, floors, plumbing, furnishings, technical and buildings facilities) and FPCC shall notify the contracting party accordingly. Repairs shall be carried out as soon as possible at the contracting party's expense.

7. Utilization period

Utilization periods shall be agreed between the contracting parties. During this period the FERRY PORSCHE CONGRESS CENTER is opened during events for visitors and exhibitors and during mounting and dismantling only for exhibitors. Use of the facilities in the FERRY PORSCHE CONGRESS CENTER ZELL AM SEE outside of such periods must be substantiated and shall be subject to FPCC's prior written consent. FPCC shall reserve the right to charge the organizer for any additional allocation and operating costs that may arise in this respect. Before and after the official mounting, dismantling or events the premises only become basic temperature.

8. Right of access

Access to the rooms and areas leased under the agreement shall be provided to the competent official bodies, government agents and FPCC's representatives. FPCC is allowed to refuse admittance to persons and groups of people without statement.

Absolutely no dogs or other pets are allowed in the FERRY PORSCHE CONGRESS CENTER ZELL AM SEE!

9. Authorized agents

The contracting party's authorized agents are deemed to be authorized to accept official instructions or other objections or declarations, also from FPCC, with legally binding effect on behalf of the contracting party. Agent's names need to be set at completion of contract.

10. Duty to be present

The contracting party shall ensure that it or its authorized agent is present and can be reached by phone at all times while the rooms are being used.

11. Prices

FPCC's price list effective at the time of the event shall form an integral part of the lease agreement.

12. Official permits, licenses, commissioning

The contracting party shall ensure, at its expense, that it receives all of the required permits and licenses in due time. Any official conditions shall be fulfilled at the contracting party's expense and proof of fulfilling such conditions provided. If formal commissioning is to take place, the contracting party or its representative shall attend. The organizer or a authorized, competent representative must be present during the inspection of the authority (public event) and needs to correct the defects responsible and timely.

13. Taxes and fees for events

The contracting party shall be responsible for declaring and paying any applicable taxes and fees. If FPCC is directly held liable for such payments, the contracting party shall indemnify and hold FPCC harmless in this respect.

The Ferry Porsche Congress Center must charge one percent of the gross invoice amount and remit said amount to the Revenue Office pursuant to § 15, section 2 of the 1957 Fee Act, as amended in the 1976 fees amendment, Federal Gazette no. 668/76 dated November 30, 1976.

14. Verbal notices

Verbal notices to the contracting party or its authorized agent can be given in case of imminent danger (e.g.: during an event). A written confirmation of such verbal notice must be made within 48 hours.

15. Immediate measures

If the contracting party or its authorized agent are absent from or unavailable prior to or during the event or utilization of the leased premises, FPCC shall be entitled to have any measures it seems appropriate and necessary taken at the contracting party's liability, risk and expense without advance notice to the contracting party.

16. Duty to provide information

The contracting party shall provide FPCC with detailed written information on the type of event and the scheduled program at least 3 weeks prior to the event.

17. Public events

Public events are subject to special police terms and conditions. Special attention is drawn to the compliance with such regulations (in accordance with the police regulations for public events). Control and security staff at major events is set by the organizer, but it's going to be coordinated with FPCC regarding responsibility and jobs. Only lawful qualified companies are allowed to pull up control and security services. FPCC reserves to increase the prescribed number (by police and fire department) of security staff with reason. This will be made as well at the organizers expenses.

18. Standards of the event

The furnishings and program of the event or the activities serving to fulfill the purpose of the agreement must conform with the building's reputation and meet its standards.

19. Extremist events

If an event turns out to be an extremist event – even for brief periods of time – FPCC shall be entitled to rescind the contract free of any charges and without any consequences whatsoever (not subject to a time limit).

20. Catering

Catering shall be provided by an exclusive catering company authorized by FPCC (Chef Partie Birngruber Gastronomie). Arrangements shall be made with the catering company under separate agreements. Brought along drinks and food are forbidden.

21. Own technical equipment

Own technical equipment must only be operated under instructions of the technician of FPCC. External equipment must be approved by FPCC and only be installed under supervision of FPCC staff.

22. Objects taken into the building

Any and all objects to be taken into the building are subject to the prior agreement between the contracting parties, who shall also agree on the time and mode of delivery and any storage that may be required. Official regulations must be observed when taking objects into the building. FPCC does not assume del credere liability for all kinds of items and materials (as well as machinery, equipment, etc.), which are brought into FERRY PORSCHE CONGRESS CENTER ZELL AM SEE. All dangers are at the expense of the contracting party and those need to take advantage and uncomplainingly of FPCC and others of possible requirements. Custodies are not provided by FPCC. FPCC is not liable for all kinds of eliminated or offered items and materials.

Constructional changes are generally non-permissible. There need to be presented a conforming of standards of technical result for exhibitions, mass-buildings, tents and superstructure with upped parts on technical equipment inside or outside the house. At the construction of mass and exhibition berths there need to be presented an equitable-gauged plan, which shows the observance of the escape routes and emergency exit. The plan is going to be freed after inspection and needs to be put into practice exactly.

23. Custody

FPCC does not assume del credere liability for brought in items or materials by the organizer or exhibitor and there will be no replacement for broken, damaged or stolen goods. The custody-staff of FPCC is not allowed to accept any orders from the organizer/exhibitor. FPCC is not responsible for against that rule given resp. accepted jobs and orders within the custody of the event. For the custody of the event the organizer can order a custody order via FPCC at a qualified custody company. The contractual relationship because of the custody comes straight about the organizer and the custody company. A liability for every cases of damage is eliminated in the part of FPCC. In-house custodies require a separate permission from FPCC. In-house custodies, which are placed on the area before, during or after an

event have to abide following rules: the custody staff must notify before commission. The presence needs to be provided by listing the own name, date and arrival-time in a therefore prepared list. At the end of the custody time and before leaving the area the custody staff needs to give notice of departure and mention the departure time on the list. The custody staff must only stay in the event-area, where it's necessary to fulfill the order. The entering and leaving of the event must happen via the shortest and directest way via the congress bureau. In case of neglecting that condition FPCC assumes that the coming across person sojourns without authority on the area and FPCC reserves special acts resp. the relegation of the area as well as the enforcement further demands.

24. Lost objects

FPCC shall not be responsible for objects, money or the like lost by the contracting party, its employees, authorized agents, visitors or guests during or in connection with events; this shall also apply to theft. Property insurance (e.g.: theft, burglary and fire) must be taken out by the organizer. If necessary, adequate insurance can be provided upon request. FPCC shall be entitled to control the above mentioned persons to prevent or provide proof of any offenses involving property. The contracting party shall provide a security deposit in cash in an amount to be specified by FPCC to cover any damage that may be caused by the above mentioned persons.

25. Foreign equipment and machinery

The use of equipment and machinery, which are not provided by FPCC are only permitted with agreement. The organizer needs to inform and redeem about the general admitted rules of the engineering as well as health and safety regulations, all regulations of prevention of accidents (legal, magisterial, professional associational) and other security regulations, so that user, third and constructional equipment - at intended use - are protected against all kinds of danger (as well as for life and health). In no case equipment and machinery without protector must be situated or performed. Apart from that general instructions all other existing special rules and assignments for building, construction, electrical equipment and all kind of technical construction need to be regarded, although they are not mentioned particularly. In the event locations technical equipment and machinery are not allowed to run with combustion engine. Vehicles with combustion engine are not allowed to drive with one's strength into the building. If machinery and technical equipment with evader fuels (for example petrol, benzene, liquid gas) are situated in the event location, the fuel tank must be emptied and the pouring in-opening needs to be closed. The battery needs vehicle body to be removed resp. pinched off. Motors and vehicle body must be cleaned well from oil.

The lights, loudspeakers and other technical equipment must only be installed through staff belonging to FPCC or through FPCC approved concessionated firms.

26. Decoration

Only the types of double-sided adhesive tape approved by FPCC shall be used to tape floor coverings, decorations, etc. Decoration parts in the public area and on the stage must be according to the „Ö-Norm B3800 B1 Q1 TR1" hardly flammable, low reeking and non seeping. A certificate over the incendiary needs to be presented on demand. All eddings like letterings, logos, banners, flags need to be arranged with the responsible of FPCC. Basically only materials which can be removed cleanly.

27. Floor coverings

Only loose carpeting or carpet tiles may be used to cover floors with carpeting. No adhesive floor coverings or carpet tiles may be used. The only tapa that may be used ist he adhesive tape specified in section 26, which shall be completely removed by the contracting party after the event.

28. Dismounting and transporting away

The objects brought into the building must be dismantled and transported away professionally and by the time specified in the agreement, otherwise FPCC shall be entitled to have all objects brought into the building removed and stored at the contracting party's expense and risk, regardless of who the owner ist. Packing material and transport boxes need to be brought brought out the house before the beginning of the event. If refuse, paper, cardboard and other garbage are not taken off timely, FPCC disposes that the organizers bill.

29. Waste disposal

Based on the legal provisions, the organizer shall ensure that any waste accumulating during the event or during mounting and dismantling work is disposed of. All accruing materials need to be separated from refuse in consideration of the waste separation recyclable materials (paper, cardboard, glass, metal, plastic, etc.) through the organizer or a through him ordered disposal company. If the contracting party fails to fulfill this obligation, FPCC shall be entitled to have the waste disposed of at the contracting party's expense. That provision does not apply to waste that arise because of the gastronomic services of FPCC's catering.

30. Cleaning

The provision regarding the final cleaning of the rented rooms is showed by the particular offer resp. the particular confirmation of order. Therein stated information concerning a „usual engross" refer to following suppositions:
All rented rooms and their linked areas (staircase, foyer, lifts, bathrooms, etc.) are engrossed as far

as the floor can be made useable again through a unrepeatable wet cleaning. Furthermore necessary cleanings of walls or glass-areas, furniture etc. are not included in the „usual engross“. If the contracting party wants to have an extra cleaning during the event, this will be charged extra. The cleaning company of FPCC is responsible for that – organizer's own cleaning staff is not allowed.

31. Issuing/selling of goods or printed matters

Issuing or selling of goods, printed matters, food or other materials or articles is only allowed with expressly permission of FPCC on the whole area of FERRY PORSCHE CONGRESS CENTER. The contracting party needs to look after the necessary magisteral permissions and is liable for the payment of all dues (tax etc.). At direct use of FPCC the contracting party shall indemnify and hold FPCC harmless in this respect.

32. Advertising activities

The contracting party shall inform FPCC of planned advertising activities in due time. The leased areas shall be available to the contracting party for advertising purpose. FPCC shall be entitled to issue rules with respect to the design in consideration of the overall appearance. Any advertising activities outside of the leased rooms and areas shall be subject to FPCC's written consent. FPCC shall be entitled to stop any unauthorized advertising activities or to remove any unauthorized advertising without contracting the partner and without involving the courts at the contracting party's expense. FPCC shall decide on any disputes arising in connection with the admissibility of certain advertising, precluding recourse to courts of law. FPCC's decision shall be final. Use of the FERRY PORSCHE CONGRESS CENTER – logo and the wording „FERRY PORSCHE CONGRESS CENTER“ shall be subject of FPCC's manager's express consent. For the announcement of an event there must only be used the approved naming. That is, if not other mentioned: FERRY PORSCHE CONGRESS CENTER ZELL AM SEE.

33. Technical breakdowns

FPCC shall not be responsible for technical breakdowns or interruptions or failure of the power supply (electricity, water, heat, etc.), unless caused by willful or gross negligence on the part of FPCC's employees or authorized agents, or for any operational breakdowns.

34. Recording and broadcasting

The production and use of tape recordings or films as well as sound carrier, radio or TV recordings shall be subject to FPCC's written consent. Recording (audio and/or visual) shall be subject to the contracting party's consent with reference to the legal basis. The use of any audio/visual equipment during music performances shall be subject to the prior acquisition of the AKM

reproduction rights. The contracting party is required by law to apply for permission from AKM in due time prior to the event. Failure to obtain such permission shall make the contracting party liable to damages under the copyright law.

35. Parking

No parking is allowed in the immediate surroundings. FERRY PORSCHE CONGRESS CENTER, which is situated in the city centre, merely offers a loading zone, although parking is not permitted in this zone. Under the FERRY PORSCHE CONGRESS CENTER and directly next to it 400 subterranean parkings are available.

36. Deliveries / Consignments

FPCC shall not accept any goods that have not been allocated. Certain goods shall be accepted by FPCC for registered events, although FPCC shall not assume any liability.

37. Employees

All companies working at or commissioned by the FERRY PORSCHE CONGRESS CENTER are obligated to comply with the effective labor laws.

38. Liability

The contracting party shall bear the full risk of holding the event, including preparations for mounting, implementation and dismounting. The contracting party shall be liable for all damage – including consequential damage – caused by itself, persons it has appointed or employed, its authorized agents, visitor or guests, regardless to whose disadvantage the damage may be.

This shall specifically apply to:

- damage to the building and its inventory caused by the event,
- damage by bringing objects into the building as well as during mounting and dismounting work,
- consequences resulting from exceeding the agreed maximum number of visitors or providing and insufficient number of security police,
- all damage arising from vacating the premises late or in breach of the agreement, particularly due to being unable to rent the premises or only being able to rent the premises at a lower rent, including compensation for defamation of reputation and business reputation.

The contracting party shall expressly agree to employ qualified, professional staff.

Damage which is caused due to the organizer or a person who is in charge of the organizer will be documented and will be remedied on the organizer's costs (on disposed by FPCC). The instructions of the responsible staff of FPCC need to be sorted out absolutely. FPCC shall only be liable for willful or negligent damage caused by itself or a person for whom it is responsible. FPCC shall not assume any liability whatsoever for accidents involving users or for visitors to the leased

premises. It is therefore recommended to take out insurance for such claims. The contracting party is obligated to inform about the conditions of all ways and approaches and inform FPCC about possible dangers.

39. Accidents / Insurance

FPCC shall not assume any liability whatsoever for accidents involving users of or visitors to the leased premises. The contracting party acknowledges that FPCC has taken out liability insurance (organizer liability for personal injury and material-damage); this is subject to the terms and conditions of insurance applicable in Austria. Any additional coverage requested by the contracting party shall be discussed with FPCC. Generally this liability insurance does not cover damage inflicted on FPCC. It is therefore recommended to take out insurance for such claims.

40. Safety regulations, accident prevention and other laws and official regulations

The contracting party (organizer) shall observe all of the statutory, official and other accident prevention regulations in effect when mounting and dismounting and during the event. This also includes any safety regulations issued by FPCC.

All authorities, regulatory agencies as well as representatives of FPCC need to be franked at any time and instructions need to be dealt with care. Police, fire department and ambulance need to be alarmed immediately at risk of danger. FPCC is allowed to make sure of the compliance of security regulations. The management of FPCC or its representatives are authorized to order the organizer to remove a contrary to regulations conditions immediately on the organizer's costs or to forbid the contrary to regulations operation. The organizer is liable for all persons damage, material damage and wealth damage, which is caused by the organizer's event, by his staff or third persons. If permissions are required, the organizer needs to provide and hold them. Any costs arising for that shall directly be borne by the contracting party.

The whole FPCC is non-smoking area!

41. Fire protection provisions

Fire extinguishers, fire alarms or other safety devices may not be covered, blocked or obstructed. All halls in the rooms as well as the exits and emergency exits shall be kept completely clear and may not be obstructed by mounting material, means of transport, building components or other objects. That applies to emergency exits also and the outside situated areas afterwards. The signed fire department zone and the whole main-entrance area need to be kept completely clear. Open light and fire (candles, ...) shall only be set up with explicit permission of FPCC. Further sources of ignition and gas-runed equipment must not be situated and runed in the whole house. There need to mind enough space to fire detectors at the intallation of spotlights and other heat

sources in the whole house. The assessment for that is made by the technician of FPCC.

If e.g. pyrotechnics, fog machines, dry ice are used, FPCC and the fire department need to agree. Because of the deactivations of the fire detectors fire department need to be presented during the event. The costs therefore are hold by the organizer.

42. Inspections

The contracting party understands that FPCC is entitled to inspect the premises and areas used by the contracting party during the term of the agreement, unless such inspection significantly impairs the purpose of the agreement or the contracting party's rightful interests. The contracting party shall not be entitled to perform inspections on its own without prior agreement.

43. Commercial activities

Commercial or artistic activities held at the FERRY PORSCHE CONGRESS CENTER against payment within the framework of an event through the organizer resp. at his instigation shall be subject to a separate agreement.

44. Terms of payment / down payments / final payment

A down payment in the amount of 25 % of the booking confirmation plus value-added tax shall be payable upon signing the contract. The invoiced amount shall be due within 14 days of receiving the invoice. The expected rent, less any down payments and plus value-added tax, shall be payable not later than 1 month prior the event. The invoiced amount shall also be due within 14 days of receiving the invoice. The final calculation of the rent and auxiliary services plus the value-added tax effective at such time shall be made no later than 6 weeks after the event. The balance shall be due within 14 days of receiving the final invoice. Any refunds shall be transferred by FPCC to an account to be specified by the contracting party.

45. Delayed payment

If any payments are delayed, the contracting party shall pay default interest to FPCC in the amount of 10 % p.a. plus value-added tax.

46. Rescinding the contract by FPCC

FPCC shall be entitled to rescind the contract without notice if:

- the contracting party is in default with its financial obligations;
- the required official permits were not or will not be submitted to FPCC or if the event has been prohibited by the authorities; in these cases the costs or loss of rent shall be borne by the contracting party;
- FPCC becomes aware of the fact that the planned event is inconsistent with the

agreement, in break of the legal statutes or likely to disturb the peace;

- FPCC is forced to shut down one or more event areas or the entire event facilities for longer periods of time due to force majeure or other circumstances. This also includes restrictions in the use of or access to the leased areas due to repairs or renovations or due to regulations or conditions imposed by the authorities. In these cases FPCC shall make every effort – without prejudice – to find another solution. Claims for compensation shall be precluded in these cases;
- bankruptcy or composition proceedings are instituted against the contracting party's assets.
- the contracting party is in default with payment for over 30 days under other agreements. No rights shall accrue for the contracting party towards FPCC in such cases.

47. Cancellation of the contract by the contracting party

The contracting party is entitled to cancel the contract unilaterally by giving written notice under the following terms of cancellation.

48. Terms of cancellation

15 % of the expected rent (including value-added tax) shall become due for payment if the contract is cancelled up to 1 year prior to the event, 25 % up to 6 months prior to the event, 50 % up to 21 days prior to the event and 100 % anytime thereafter. In addition, FPCC shall be reimbursed for all costs and expenses already accrued.

49. Compensation

The contracting party shall not be entitled to offset its contractual obligations against alleged or defacto counterclaims.

50. Assignment of rights

The contracting party shall not be entitled to assign any rights (particular lease rights) or claims, in whole or in part, gratuitously or against payment to third parties or to have third parties exercise such rights without FPCC's written consent. If FPCC consents to the assignment of rights, the contractual partner as well as the third party shall be jointly and severally liable for any obligations towards FPCC.

51. Written requirement

Agreements between the parties shall be made in writing to be effective.

52. Laesio enormis

Both parties waive the right to object against a breach exceeding or falling short of half of the true value.

53. Stamp fees and legal fees

Any stamp fees or legal fees accruing from this agreement shall be borne by the contracting party.

54. Applicable law, place of performance and jurisdiction

All agreements shall be governed by and construed in accordance with Austrian law. The German version of this agreement shall prevail for all matters of interpretation and construction. Zell am See shall be the place of performance and payment for any and all obligations arising from this agreement. Any disputes shall be settled by the court of FPCC having subject matter jurisdiction. FPCC is entitled to complain its contracting party at his general jurisdiction.

55. Limitation

The contracting party shall file any claims it may have against FPCC in writing within a period of 6 months after the end of the event, otherwise they shall be barred by the statute of limitations.

56. Final provision

If any of the sections in these terms and conditions should be or become invalid, this shall not affect the validity of the remaining sections.

Stand 30.07.2018