



beach
THE SUNSHINE FEELING

GENERAL TERMS AND CONDITIONS

For events, rental, entertainment and other services provided by beach38 GmbH

1. Scope

1.1. The following conditions apply to all contracts for the provision of sporting and event spaces including the implementation and hosting of events and other related services between beach38 GmbH (hereinafter: beach38°) and our contractors (hereinafter: the Organiser). They are valid for all future business dealings, even if not expressly referred to.

1.2 Our General Terms and Conditions apply exclusively. Alternative terms and conditions decided by the organiser are hereby strictly prohibited.

2. Contract

A contract between the Organiser and beach38° comes into effect only upon the confirmation of the Organiser's booking by beach38°. beach38° is at liberty to confirm the booking in writing.

3. Transfer of space to a third party

The subletting or other transfer of space to a third party requires the prior written consent of beach38°.

4. Prices, payment, settlement

4.1 beach38° is committed to providing the agreed services.

4.2 The Organiser is committed to paying the agreed price, or where no price was established, the usual price, for the agreed services and for other services which were not booked and were availed of.

4.3 The agreed prices are exclusive of value added tax (VAT), unless otherwise agreed.

4.4 If the period between conclusion of contract and the event is longer than four months, and beach38° increases its generally calculated prices for the contracted services after the conclusion of the contract, beach38° may increase the contract price accordingly. In the event of a price increase of more than 10%, the Organiser may rescind the contract within two weeks of receipt of the increased price request. If the Organiser is a consumer, s/he may rescind the contract within two weeks of receipt of the increased price request, regardless of the extent of the price increase.

4.5 beach38° invoices are payable without deduction within ten days from receipt of invoice. After the expiration of this term of payment, the Organiser enters into default, without the necessity of a reminder. The statutory default interest in accordance with § 288 of the German Civil Code (BGB) applies.



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4.6 beach38° is entitled to demand reasonable advance payment or security. Unless individual

contracts are otherwise agreed upon, the following applies:

| Number of participants | up to 100 | up to 250 | from 251 |
|-------------------------------------|---------------------------|---------------------------|---------------------------|
| 1. Prepayment of 10% of total sales | on conclusion of contract | on conclusion of contract | on conclusion of contract |
| 2. Prepayment of 40% of total sales | 6 weeks before event | 12 weeks before event | 16 weeks before event |
| 3. Prepayment of 40% of total sales | 2 weeks before event | 4 weeks before event | 8 weeks before event |

4.7 The Organiser shall only be entitled to offset against beach38° on the basis of claims which are undisputed or have been determined with legal finality.

5. Withdrawal by the Organiser (cancellation)

5.1 Unless an individual contractual has been agreed, beach38° may request from the Organiser compensation in the following amounts, where a food and/or beverage minimum sale has been agreed, in the event of cancellation/withdrawal by the Organiser:

| Number of participants | up to 100 | up to 250 | from 251 |
|--|----------------------|-----------------------|-----------------------|
| 30% of sales in case of cancellation later than: | 6 weeks before event | 12 weeks before event | 16 weeks before event |
| 60% of sales in case of cancellation later than | 2 weeks before event | 4 weeks before event | 8 weeks before event |
| 80% of sales in case of cancellation later than: | 1 week before event | 2 weeks before event | 4 weeks before event |

If no price had yet been agreed for a menu or buffet, the cheapest 3-course menu or buffet valid

for the corresponding range of events will be used to calculate the sales amount for each participant. The deduction of expenses saved is always taken into account in the above calculations. However, the Organiser shall be at liberty to prove that no damage occurred, or that it was significantly lower than the amount claimed.



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5.2 Unless an individual contractual has been agreed, beach38° may, insofar as compensation has been agreed with the Organiser for the transfer of event space (rental) and to the extent that an equivalent compensation is not achieved through the alternative rental of this event space, in the case of the cancellation/withdrawal of the Organiser, claim compensation in the following amounts:

| Number of participants | up to 100 | up to 250 | from 251 |
|---|----------------------|-----------------------|-----------------------|
| 30% of the rent in case of cancellation later than: | 6 weeks before event | 12 weeks before event | 16 weeks before event |
| 60% of the rent in case of cancellation later than: | 2 weeks before event | 4 weeks before event | 8 weeks before event |
| 80% of the rent in case of cancellation later than: | 1 week before event | 2 weeks before event | 4 weeks before event |

The above amounts are calculated from the rental agreed in each case. The deduction of expenses saved is always taken into account in the above calculations. However, the Organiser shall be at liberty to prove that no damage occurred, or that it was significantly lower than the amount claimed.

5.3 beach38° may claim compensation in parallel for damages pursuant to clauses 5.1 and

5.2. In addition to this beach38° may also claim compensation for further damages.

5.4 Any costs incurred by beach38° for services provided by third parties, which as a result of the cancellation become pointless, are in addition to be paid by the Organiser.

5.5 The provisions of clauses 5.1 to 5.4 do not apply if the Organiser cancels the event for reasons under beach38°'s control or responsibility.

6. Withdrawal by beach38°

6.1 If a reasonable advance payment or security agreed or required by beach38° is not made by the Organiser within the stipulated or a reasonable time, then beach38° is entitled to withdraw from the contract.

6.2 beach38° reserves the right to withdraw from the contract for an important reason.



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7. Confirmation and adjustment of the number of participants, time of the event, night supplement

7.1 The Organiser is obliged to provide binding confirmation to beach38° of the agreed number of participants in no later than the following time-scales:

| | |
|------------------|--------------------------------------|
| up to 100 people | 1 week before the date of the event |
| up to 250 people | 2 weeks before the date of the event |
| from 251 people | 4 weeks before the date of the event |

7.2. If the confirmed number of participants increases compared to the number of participants agreed in the contract, the increased number of participants will be used as the basis for calculation. An increase of more than 10% always requires the consent of beach38°.

7.3 If there is a reduction of more than 10% in the number of participants compared to the number agreed in the contract, beach38° is authorised in accordance with § 315 of the German Civil Code (BGB) in its reasonable discretion, to re-assess the agreed price or remuneration, and to exchange the agreed space, insofar as the size of the new space is appropriate for the reduced number of participants. The spaces must be comparably equipped and this exchange must appear reasonable to the Organiser.

7.4 A reduction of more than 25% in the number of participants compared to the number agreed in the contract is regarded as a partial withdrawal or partial cancellation. In accordance with the provisions in the aforementioned paragraphs 5.1 and 5.2, the Operator undertakes, upon request by beach38°, to provide damages in the amounts detailed above, to the extent of the total reduction of the number of participants.

7.5 If the agreed start or end times of the event are changed without the prior approval of beach38°, beach38° may, in its reasonable discretion, invoice for the additional costs of service provision in accordance with § 315 of the German Civil Code (BGB), unless beach38° is responsible for the change in times. If an event, deviating from the contract, extends into the period after midnight, the agreed remuneration for the provision of space is increased for each hour or part thereof to the following amount:

| | |
|------------------|-------------------|
| up to 100 people | € 150,00 per hour |
| up to 250 people | € 250,00 per hour |
| from 251 people | € 400,00 per hour |



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The additional costs for service staff and other staff shall be calculated according to the individual contractual agreement with statutory or tariff surcharges.

8. The bringing of outside food and beverages, entertainment and other items, disposal

8.1 Food and beverages may only be obtained from beach38° or beach38°-related third-party contractors.

The bringing of outside food or beverages and other exceptions requires the prior written consent of beach38°. In these cases, a reasonable contribution to cover overhead costs ("corkage fee") is calculated. In this case, the Organiser holds full liability for outside food and beverages and insofar indemnifies beach38° against any claims by third parties.

8.2 Any decoration material, entertainment or other items brought from outside must meet, among others, fire regulations. beach38° is entitled to demand official verification of this. Because of possible damage, the assembly or installation of objects is allowed only after approval by beach38°.

8.3 All exhibits or other items and their packaging brought by the Organiser or participants of an event must be immediately removed after the event. If the Organiser fails to meet this obligation, beach38° may carry out the removal and storage of such items and, after a reasonable time and with prior written warning, may dispose of the items at the expense of the Organiser. If the items remain in the Events Room, beach38° may calculate a storage fee for the period that they remain.

9. Technical equipment and connections

9.1 Insofar as beach38°, on behalf of the Organiser, procures technical and other equipment from third parties, beach38° acts in the name of, on behalf of and on the account of the Organiser. The Organiser is responsible for the careful handling and proper return of equipment. beach38° is exempt of all third party claims arising from the provision of these facilities.

9.2 The use of the Organiser's own electrical equipment, using the beach38°'s electricity network, requires the written consent of beach38°. Malfunctions or damage to beach38°'s technical equipment resulting from the use of this equipment are at the expense of the Organiser, unless beach38° holds that s/he is not responsible. Beach38° may capture the electricity costs arising from the use of this equipment and calculate a compensation flat rate. Should an additional upgrade through the provision of generators be necessary, the Organiser accepts these costs in full.

9.3 The Organiser is permitted to use his/her own telephone, fax or data communications equipment only with written consent of the beach38°. For this, beach38° may charge a connection fee.



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10. Loss and damage to items brought from outside

Items for exhibition or other property from outside, including personal belongings, are brought into beach38° premises or onto beach 38° grounds at the Organiser's own risk. beach38° accepts no responsibility for surveillance or storage. Items required for an event may be brought to the site of the beach38° grounds a maximum of 24 hours before the start of the event, unless beach38° has previously approved a provision to the contrary in writing.

11. Defects, liability

11.1 In case of deficiencies in or impairment to the services provided by beach38°, the Organiser must make a complaint immediately after discovering (becoming aware) of said deficiencies or impairment, so that beach38° has the opportunity to take remedial action as soon as possible and establish services that are in accordance with the agreed contract. In addition to this, the Organiser is obliged to make beach38° aware of the risk of the occurrence of an exceptional damage.

11.2 beach38° is liable, according to the legal provisions, for the compensation of damages caused by an intentional or grossly negligent breach of duty by beach38° or a legal representative or agent of beach38°; liability is limited to foreseeable, typically occurring damages, unless there is a wilful breach of duty. In case of a violation of essential contractual obligations (cardinal obligations), beach38° is liable for any negligence. Any further liability of beach38° for damages is excluded. The liability for damages resulting from the culpable injury to life, body or health remains unaffected thereby.

11.3 If the space booked cannot be used according to contract as a result of force majeure, or the agreed catering cannot be offered by beach38° according to contract as a result of force majeure, beach38° is entitled to make other equivalent areas available for the event or offer catering of equivalent value. If an equivalent replacement cannot be offered by beach38°, beach38° is entitled to withdraw from this service or from the entire contract. If the replacement in sentence 1 does not appear reasonable to the Organiser, s/he can withdraw from the contract on his/her side. Further reciprocal rights in the event of a withdrawal are excluded.

12. Liability and other obligations of the Organiser

12.1 The Organiser shall be liable for all damage or injury to persons, objects, buildings and facilities that are caused by the Organiser, event participants, visitors to the event, employees of the Organiser or other third parties in the Organiser's sphere.

12.2 The Organiser, in order to use the sports and event areas of beach38°, must conclude liability insurance with a minimum coverage in the amount of 3,000,000.00 EUR (in words: three million euros, from this two million for personal injury, one million for damage to property) and provide beach38° with evidence of this; this does not apply if the Organiser is a consumer within the meaning of § 13 of the German Civil Code (BGB).



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12.3 In addition to these general conditions, the so-called “Playing Rules” conditions of use apply to the Organiser and event participants.

12.4. Entrance to the dressing rooms adjacent to the Health Loft is prohibited. In case of wrongful conduct a ban may be imposed and the cost of repairing any damage or contamination may be invoiced.

13. Miscellaneous

13.1 Photographs and films of the sports and event spaces for commercial purposes may be carried out only with prior written approval by beach38°.

13.2 Newspaper, radio, TV and Internet adverts with regard to events in beach38° are only permitted if beach38 ° agrees in writing prior to publication.

13.3 The Organiser is solely responsible for the immediate payment of any applicable GEMA music reproduction fees for his/her events. If GEMA demands restitution from beach38° on account of an event, the Organiser must release beach38° from GEMA's claims at first request.

13.4 Changes or additions to the contract must be in writing. This also applies to the waiver of the requirement for changes or additions to be in writing.

13.5 Should an individual provision of these General Terms and Conditions or the relevant event contract be invalid, the remaining provisions thereof are not affected.

13.6 The place of fulfilment and payment is Munich.

13.7 The law of the Federal Republic of Germany applies under exclusion of the UN Sales Convention.

13.8 The exclusive place of jurisdiction - also for cheque and exchange disputes - is Munich, provided the Organiser is a business entity or has no general domestic place of jurisdiction.

Information corresponding to (EU) Nr. 524/2013 European Parliament: Link to website: <http://ec.europa.eu/consumers/odr/>. For first questions for mediation we will be available at info@beach38.de.

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As of: July 2016