

## GENERAL TERMS AND CONDITIONS (GTC) OF SÄCHSISCHE STAATSWEINGUT GMBH, SCHLOSS WACKERBARTH (SSW) FOR EVENTS

### § 1 Scope

- (1) The present General Terms and Conditions apply for contracts regarding the provision by way of rent of land, buildings, parts of buildings and other facilities of SSW for the purpose of holding events such as corporate events, receptions, weddings or conferences, or for other purposes, as well as for contracts for events in the form of exclusive, closed tours and for all supplies and services provided by SSW in this context ("Subject-Matter of the Contract").
- (2) Individual agreements (including side letters and amendments) concluded with the contractual partner (hereinafter the "Organiser") in the individual case always take precedence over the present GTC.
- (3) Diverging, conflicting or complementary GTC of the Organiser become an integral part of the contract only if and insofar as SSW expressly consents to their applicability. This requirement of consent applies in any case.
- (4) Legally relevant statements and notifications of the Organiser relating to the contract (e.g. setting of a deadline, notice of defects, rescission or reduction) shall be submitted in writing, i.e. in written form (with personal signature) or in text form (e.g. letter, e-mail, fax).

### § 2 Conclusion of contract

- (1) A reservation or request for the provision of the subject matter of the contract or the performance of an exclusive guided tour for a specific date is not binding.
- (2) Upon request of the Organiser, SSW will send the Organiser a non-binding service offer that provides an overview of the supplies and services to be provided by SSW. This letter does not yet constitute a binding offer to conclude a contract.
- (3) Once the desired supplies and services have been agreed and selected, the Organiser places an order with SSW by signing the non-binding service offer of SSW and returning it to the latter. A contract is concluded when SSW issues a declaration of acceptance (order confirmation), which is sent by SSW to the Organiser by separate e-mail or by mail.
- (4) On principle and unless expressly otherwise agreed in writing, the Organiser is the user of the Subject-Matter of the Contract.

### § 3 Services, prices

- (1) The services to be provided by SSW are based on the order confirmation issued by SSW, which is based on the service offer previously provided to the Organiser, in particular, but not exclusively, regarding the number of participants (cf. section 4). Additional services require a previous agreement in order to give rise to a performance obligation on the part of SSW.
- (2) If the Organiser uses additional services of SSW not included in the contract, SSW is entitled to charge the usual remuneration for such services to the Organiser. The same applies for services commissioned by the Organiser directly or through SSW that are provided by third parties and disbursed by SSW.
- (3) SSW is obligated to change individual services or deviate from the agreed content of the contract only if such changes or deviations become necessary after the conclusion of the contract and if such changes or deviations are not substantial and do not affect the overall layout of the event.
- (4) Prices are indicated in EURO, applicable value-added tax and, if applicable, tax on sparkling wine included.
- (5) If the price for products required (in particular alcoholic and non-alcoholic beverages) for the additional services of SSW agreed in connection with the rental changes by more than 5% four months after the conclusion of the contract, the total price will be increased or reduced by the same amount by which the price has changed since the date of conclusion of the contract. Price changes during the four-month period following the conclusion of the contract are not taken into account.

The Organiser shall be notified of the price change, indicating the reasons of such change, no later than 30 days before the event takes place.

If the total price increases by more than 10%, the Organiser is granted a break option with respect to the entire contract within 14 days of receipt of the price increase.

#### **§ 4 Change of the number of participants**

- (1) Any increase in the number of participants by more than 5% shall be communicated to SSW 14 calendar days before the start of the event at the latest and requires the consent of SSW, which may be given in text form (e.g. by e-mail or fax). The invoice will be based on the agreed higher number of participants. If the actual number of participants is lower, the Organiser is entitled to reduce the agreed price by the expenses that were saved due to the lower number of participants, the Organiser being responsible for providing proof of such cost savings.
- (2) A reduction of the number of participants by more than 5% shall be communicated to SSW as early as possible, 14 calendar days before the start of the event at the latest. The invoice will be based on the agreed lower number of participants. If the actual number of participants is even lower, the Organiser is entitled to reduce the agreed price by the expenses that were saved due to the lower number of participants, the Organiser being responsible for providing proof of such cost savings.

#### **§ 5 Participation in the tour**

- (1) The selection of hosts is the sole responsibility of the SSW. Guided tours by third parties are not permitted.
- (2) If the organiser is more than 30 minutes late after the agreed start of the tour, the right to the tour expires. The obligation to pay remains.

#### **§ 6 Payment terms, down payment, set-off, assignment**

- (1) SSW is entitled to demand a down payment of up to 60% of the agreed price from the Organiser. If a sales-based price is agreed (food and beverages), the calculation shall be based on the expected net turnover.
- (2) Unless otherwise agreed, invoices of SSW are payable without deduction within 14 days of receipt of the invoice.
- (3) The Organiser is entitled to set off against claims of SSW only if the counterclaims are undisputed or have been legally established.
- (4) An assignment of claims of the Organiser vis-à-vis SSW is not permitted.

#### **§ 7 Rescission/cancellation by the Organiser**

- (1) The Organiser may rescind the contract, in part or in its entirety, by written notice at any time before the start of the contract (cancellation). The date of receipt of the notice of cancellation by SSW is authoritative.
- (2) SSW is entitled to charge the specific damage incurred by SSW due to the cancellation to the Organiser, or to claim payment of an appropriate lump-sum compensation according to clause 3 from the Organiser. Raising a claim for lump-sum compensation as described above does not exclude the assertion of claims for additional damages.

The Organiser shall be liable to pay the specific damage due to the cancellation charged by SSW or the appropriate lump-sum compensation even if official requirements due to the pandemic such as:

- wearing a surgical mask,
- presenting a PCR test or antigen rapid test,
- observance of a minimum distance,
- restriction of the number of participants and/or contact tracing

could affect the planning and execution of the event beforehand.

- (3) If the contract is cancelled in its entirety, and SSW claims lump-sum compensation, the lump sum amounts to
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| ▪ 20% of the agreed total price for cancellation before the start of the event,  | 9 to 12 months    |
| ▪ 30 % of the agreed total price for cancellation before the start of the event, | 6 to 9 months     |
| ▪ 50 % of the agreed total price for cancellation before the start of the event, | 3 to 6 months     |
| ▪ 70 % of the agreed total price for cancellation before the start of the event, | 1 to 3 months     |
| ▪ 90% of the agreed total price for cancellation before the start of the event.  | less than 1 month |
- (4) If the contract is cancelled in part only, and SSW claims payment of lump-sum compensation, the lump sums specified above apply, but with reference to the price of the service that was cancelled.
- (5) In the case of lump-sum compensation claimed according to section 6 clause 3 or 4, the Organiser always has the right to prove that SSW did not suffer any damage or damage in an amount lower than the lump sums specified above.
- (6) The down payment made by the Organiser according to section 5 clause 1 may be deducted from the lump-sum compensation due.

## § 8 Rescission/cancellation by SSW

- (1) If a down payment agreed according to section 5 clause 1 of the present GTC is not made, SSW is entitled to rescind the contract.
- (2) SSW is entitled to rescind the contract for important reasons, in particular if
- the Organiser has given misleading or false information about key facts, e.g. the identity of the Organiser or the purpose of the event;
  - the Organiser sublets the event venue without obtaining the required prior consent of SSW;
  - SSW has cause to believe that the use of the contractual services could jeopardize the smooth business operation, the public safety and order, or the reputation of SSW in the public eye;
  - the Organiser fails to make payments due to SSW and does not offer appropriate collateral.
- (3) SSW shall notify the Organiser of the exercise of their right of rescission without undue delay.
- (4) In the case of a justified rescission on the part of SSW, the Organiser is not entitled to damages.
- (5) In the case of a rescission for one of the reasons specified in lit. a. to d., SSW is entitled to a lump-sum compensation according to section 6 clause 3. For the calculation of the lump-sum compensation, the date of receipt of the notice of rescission by the Organiser is authoritative. In this respect, the Organiser has the right to prove that SSW did not suffer any damage or damage in an amount lower than the lump sums specified above. SSW reserves the right to claim additional damages.

## § 9 Force majeure

- (1) An event of force majeure means an unforeseeable, serious event such as, in particular, war, terrorist attacks, epidemics and pandemics, industrial action, or unrest, which is outside of the sphere of influence of the contractual parties and which prevents a contractual party from

fulfilling its obligations, in part or in their entirety, including fire damage, floods, strikes, disruptions of operations not imputable to the respective party, or official requirements.

Accordingly, official requirements due to the pandemic that make the fulfilment of SSW's contractual obligations vis-à-vis the Organiser impossible are considered force majeure.

- (2) The contractual parties shall notify each other of the occurrence of an event of force majeure and the disruption resulting therefrom without undue delay, and do everything they can to resolve the disruption and/or mitigate the impact of such disruption.
- (3) For the duration and to the extent of the direct and indirect impact of the force majeure event, the contractual parties are exempt from their contractual obligations, and they are not liable to pay damages in this respect, either.
- (4) Furthermore, each contractual party has the right to rescind the contract in the case of an event of force majeure.

## **§ 10 Liability of SSW**

- (1) Unless otherwise provided for in the present GTC, including the following provisions, SSW is liable for breaches of contractual and non-contractual duties pursuant to the relevant statutory provisions.
- (2) SSW is liable to pay damages, irrespective of the legal grounds, pursuant to tort law, in the case of wilful intent and gross negligence. Subject to statutory limitations of liability (e.g. due diligence in one's own business; minor breaches of duty), in the case of slight negligence, SSW is only liable for
  - a) damage due to loss of life or injury to body and health,
  - b) damage due to the breach of a material contractual duty (duty the fulfilment of which is a prerequisite for the proper execution of the contract, and which the contractual partner can and will generally trust to be complied with); in this case, the liability of SSW is limited to the compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from clause 2 also apply in the case of breaches of duty committed by or for the benefit of persons whose tortious acts are imputable to SSW pursuant to statutory provisions. They do not apply if SSW fraudulently hid a defect or guaranteed the quality of the Subject-Matter of the Contract.
- (4) SSW cannot be held liable for the loss or destruction of or damage to items brought along or other belongings, including personal belongings, of the Organiser or the participants at their event, with the exception of damage caused by wilful acts or gross negligence on the part of SSW, their employees or their vicarious agents.

## **§ 11 Liability of the Organiser**

- (1) The Organiser is liable for any damage to the facilities, buildings and items provided that is caused by the Organiser or the participants or visitors at their event, employees, or other third parties from their sphere of influence, provided that the Organiser is culpable.
- (2) If the Organiser uses a professional intermediary or organiser, the Organiser and the professional intermediary or organiser are jointly and severally liable for all obligations arising from the contract, provided that a corresponding statement of the professional intermediary or organiser has been provided to SSW. The Organiser shall obtain such a statement from the professional intermediary or organiser and present it to SSW upon request of SSW.

## **§ 12 Specific obligations of the Organiser for the rental**

- (1) The Organiser may use the Subject-Matter of the Contract provided and any buildings, rooms, spaces, structures and equipment of SSW only for the contractually agreed purpose. They are expressly obligated to treat them with care. The Organiser shall notify SSW of any damage without undue delay.

- (2) The Organiser shall comply with the applicable house regulations. It stipulates, among others, that the Organiser is not permitted to drive motorised vehicles at the facility. Any exceptions to this rule are separately agreed with the Organiser in writing.
- (3) Facilities, buildings, open spaces and fixtures shall be properly returned to SSW after the end of the event.
- (4) Subletting or otherwise transferring the facilities, buildings, spaces or fixtures to third parties is expressly excluded. Without the express consent of SSW, trading by the Organiser or third parties is not permitted. Advertising by the Organiser in favour of third parties in any form is expressly excluded.
- (5) The Organiser is not allowed to bring in their own equipment such as decorations, settings, appliances, electrical systems, furniture, signage and the like to the premises and the buildings of SSW without the express consent of SSW. Equipment brought in with the consent of SSW must not be affixed to buildings and structures. Decoration materials must demonstrably comply with official fire protection regulations. All equipment brought in shall be removed by the Organiser at their own expense after the end of the event without undue delay. If the Organiser fails to remove such equipment, SSW is entitled to remove and store the Organiser's equipment at the Organiser's expense.
- (6) On principle, the Organiser is not permitted to bring their own food and beverages to the events. In exceptional cases (e.g. national specialties, medical indication, religious commandments, etc.), a special agreement can be concluded with SSW in this respect.
- (7) The Organiser accepts that SSW can rent out facilities that are not rented to the Organiser to third parties during the time the Organiser's event takes place. The Organiser agrees that accesses, passageways and common areas may be used by third parties as well.

### **§ 13 Consent to photographs and aerial photographs**

- (1) Unless otherwise agreed, SSW agrees that the Organiser may take photographs in the leased rooms, the publicly accessible interior and exterior spaces of the buildings, and on the premises of the park facilities, or have them taken by third parties, for the purpose of documenting their event. The Organiser cannot expect the publicly accessible interior and exterior spaces to be exclusively reserved for them for such photographs, unless such spaces have been rented as well. Shared use by third parties has to be accepted in this respect.
- (2) The Organiser warrants that the personality rights of third parties, in particular the employees of SSW and the people depicted in the photographs, are respected.
- (3) Taking photographs that infringe personality rights, copyrights, trademark rights, third-party intellectual property rights, or privacy rights; that violate criminal law; or that depict defamatory, offensive, libellous, discriminatory, inhuman, racist, unconstitutional, sexist, violent or pornographic topics are prohibited. It is also prohibited to make recordings for party political purposes - in particular for election advertising.
- (4) The Organiser shall indemnify and hold SSW harmless from any third-party claims for damages that are raised against SSW in connection with the production of photographs and/or the photographs taken, e.g. because such photographs infringe third-party copyrights and personality rights.
- (5) SSW grants the event organiser permission to take aerial photographs of their event for private purposes using unmanned aircraft (drones) of the 'open' category, sub-categories A1 and A2, provided that the event organiser complies with any and all relevant provisions and requirements regarding the use and operation of such aircraft. Upon request by SSW, the event organiser shall provide proof that they comply with the provisions regarding the operation (e.g. registration, drone pilot license, insurance, take-off permissions, if required) of such aircraft. SSW is entitled to prohibit the use of a drone by the event organiser in specific cases, if such use of a drone would have a negative effect on SSW's interests, in particular their interest in a third-part event taking place at the same time. The event organiser is responsible and liable for the use and operation of the drone, and they shall hold SSW harmless in regard to any claims asserted against SSW by third parties in connection with the operation of the drone and the aerial photographs taken by the

drone. The provisions of paragraphs 1 to 3 above apply by analogy. Any use of other drones requires the consultation and prior written consent of SSW.

- (6) Recordings are also permitted only with the prior written consent of SSW.

#### **§ 14 Technical equipment and interfaces**

- (1) If SSW procures technical and other equipment from third parties at the behest of the Organiser, SSW acts on behalf, with the authorisation and for the account of the Organiser. The Organiser is responsible for the careful handling and proper return.
- (2) The existing technical and other equipment of SSW may only be used with the consent of SSW and after a detailed briefing and handover.
- (3) The Organiser may use their own technical or other equipment only with the consent of SSW. The Organiser is liable for any malfunction of or damage to the property of SSW due to the use of such equipment. The above does not apply if the malfunction or damage is imputable to SSW.

#### **§ 15 Noise protection and respect of other third-party rights**

- (1) The Organiser shall always ensure that the noise generated by the event does not unreasonably inconvenience the neighbourhood. The Organiser shall in particular ensure that activities that are liable to disturb the night's rest do not take place between 10 p.m. and 6 a.m. (night). For example, it is not allowed to install or dismantle event equipment during this time, or to deliver such equipment to or collect it from the premises of SSW.
- (2) Furthermore, all activities that generate noise, such as musical events, have to be moved inside the rented facilities at night. The Organiser shall ensure that no noise leaks out of the interior rooms and disturbs third parties. Windows and doors shall be kept closed. The Organiser shall indemnify and hold SSW harmless from any third-party claims if the above provision is violated.
- (3) The Organiser is furthermore obligated to obtain the necessary permits for events that are subject to approval, such as concerts or fireworks displays, from the relevant authorities. The Organiser shall provide proof of the existence of such permits to SSW prior to the start of the event.
- (4) If the event of the Organiser deviates from the respective permit, in particular from periods of time specified therein, SSW is entitled to stop the event when the approved period is over, or, if necessary, to ban the event in its entirety. With respect to events that do not require authorisation, SSW is also entitled to stop or, if necessary, ban it entirely if it violates noise protection regulations or otherwise threatens to infringe third-party rights.

#### **§ 16 Privacy**

- (1) SSW points out that for the purposes of the present contract, personal data will be gathered and saved in machine-readable form only to the extent necessary to conclude the present contractual relationship, to amend it if necessary, and to execute it.
- (2) The Organiser is entitled to demand information about the scope and purpose of the data processing and about third-party recipients of such data at any time.
- (3) Furthermore, they are entitled to having their data corrected, blocked and deleted upon completion of the execution of the contract.

#### **§ 17 Indemnification by the Organiser**

- (1) The Organiser guarantees that the event does not infringe any property rights, in particular third-party copyrights. In the case of an infringement of property rights, the Organiser shall indemnify and hold SSW harmless from any resulting claims for damages and other claims of third parties.
- (2) The Organiser shall furthermore indemnify and hold SSW harmless from claims of the copyright collectives according to the above provision.
- (3) The Organiser is expressly reminded that they are obligated to report any and all musical events to GEMA in advance. The fees payable to GEMA in connection with the event shall be borne by the Organiser.

## § 18 Closing provisions

- (1) The present terms and conditions and all the legal relationships between SSW and the Organiser are subject to the law of the Federal Republic of Germany.
- (2) If the Organiser is a merchant, a legal entity of public law, or a special fund under public law, the sole place of jurisdiction for any dispute directly or indirectly arising from the contractual relationship is the registered office of SSW.
- (3) If a provision in the present terms and conditions or a provision within the framework of other agreements is or becomes ineffective, the effectiveness of the other provisions or agreements shall remain unaffected thereby. The ineffective provision shall be replaced by the statutory provisions, if any.

GTC as of 26<sup>th</sup> September 2024