

General Terms and Conditions of Business

Ketering GmbH - Lucia Weihnachtsmarkt
Frankfurter Alle 15
10247 Berlin
In the following called „Lessor“:

Articel 1

A legally valid rental agreement is concluded between the Lessor and the Tenant. The rental shall only be carried out by the Lessor and the company "KETERING" commissioned by the Lessor, subletting is expressly prohibited. The Lessee shall receive one-time permission from the Lessor to take over the sale and/or distribution and/or operation of the goods and/or services specified in the rental agreement on his own initiative at the event. The authorisation only covers the goods specified. A change in the range of goods requires the written approval of the Rental Firm. The Rental Firm reserves the right to set certain minimum sales rates for certain offers of goods (especially mulled wine) in order to ensure uniform pricing. A deposit of € 500.00 shall be charged against violations of the General Terms and Conditions of Business, in particular Articles 2 and 9, and shall be retained in full as a contractual penalty in the event of violation.

Articel 2

The Tenant is prohibited from setting up garden pavilions, wallpaper tables and party tents. Under no circumstances may the Hirer use loudspeakers and/or sound carriers at his stand as a sales aid, unless the Owner has given his written consent. Operation is prohibited by the Environmental Office and will result in immediate expulsion from the event site. In addition, the Hirer shall pay the fine imposed by the Environmental Protection Agency.

Articel 3

The Hirer undertakes to comply with all official requirements, in particular those of the health and economic authorities. He assures to observe and comply with all food law regulations. The Tenant shall obtain the conditions from the authorities. The Owner shall not be liable for consequences which the Hirer must expect if the regulations and laws are not observed. Should an official permit be prohibited by the competent departments of the authorities due to failure to comply with the conditions, the Hirer shall nevertheless be obliged to pay the agreed rent in full.

Articel 4

The space ordered by the Hirer shall be reserved by the Owner for the Hirer. 50% of the rent is due upon conclusion of the contract and the rest up to 15 days before the start of the event. It is payable immediately in cash or non-cash by bank transfer. The receipt of the amount is decisive, not the payment. If amounts are not received by the set deadline, the Lessor shall be entitled to withdraw from the rental contract without any liability and without the Lessee being able to take recourse. Furthermore, Lessor shall be entitled to have a replacement applicant move in.

Rental agreements made by the Hirer must be paid in full.

The Lessor undertakes to make the stand available to the Hirer in full after receipt of the rent. Should the Hirer nevertheless not participate in the event after payment of the rent, no payments shall be reimbursed to the Hirer. The Lessor shall be entitled to assert the rights arising from the rental agreement, including possible claims for damages against the Hirer.

Articel 5

Withdrawal from rented stands, for whatever reason, is not possible. If the Lessor has to shorten or cancel the event due to force majeure, the Hirer shall not be entitled to a refund or remission of the rent. Should an event not be approved or cancelled by the responsible authorities, the Hirer shall have no claim to compensation for damages to the Hirer, regardless of the type and amount. This shall also apply if the event is moved to another location by the authorities. In such cases the Hirer undertakes to participate in the event nevertheless and to pay the agreed rent. The Hirer shall be

informed by the Lessor either by telephone or in writing. The Hirer expressly acknowledges this form of notification as binding. The event shall take place in any weather. The Hirer shall not be entitled to claim or sue for a discount in the event of bad weather and declares his agreement with this arrangement.

Articel 6

The Lessee shall be fully and fully liable for all damage suffered by visitors to the event or by the Lessor as a result of the Lessee's activities. In case of doubt, the Hirer must prove to the injured party that he has not acted negligently. The Lessor shall not be liable for damage caused by force majeure of any kind or through no fault of the Lessor. The Lessor shall only be liable to the Hirer in the event of proven gross negligence.

Further claims against the Lessor, of whatever kind, are expressly excluded. Rental costs for rental stands/tents are not covered by this regulation and are therefore excluded. The Rental Firm shall organise the event conscientiously and in accordance with proper commercial principles.

Articel 7

The Hirer undertakes to affix a company sign to his stand or sales premises which contains the name, company name and registered office of the Hirer. The locations of the Tenant shall be determined by the Lessor. The allocation of space shall be made by the Lessor taking into account the space available and the overall design. Any determination of the location or choice of location by the Hirer shall be excluded. The Hirer may not change or leave locations assigned to the Hirer without the express consent of the Lessor.

Extensions and/or superstructures beyond the rented width and/or depth of the stands are not permitted. The same shall apply to the provision of seating areas, bar tables etc. The Hirer shall dismantle them immediately on the instructions of the Lessor. Extensions and/or superstructures are subject to registration and in some cases to charges. The exchange of a location assigned by the Lessor with another Tenant shall not be permitted without the consent of the Lessor.

Articel 8

The Lessor agrees to provide the Tenant with power and/or water within the scope of the available technical possibilities at a charge.

The Hirer is expressly prohibited from connecting his own sources of power (e.g. diesel generators) and water. In the event of violation, the event will be immediately expelled from the premises. Furthermore, the Lessor reserves the right to take legal action against the Hirer for violation of the statutory provisions. Every Tenant who has applied for power must bring a VDE-tested extension cable (drum with distribution box) with at least 50 m of cable and must roll it out completely after connection in order to avoid short circuits. Every Tenant who has applied for a water connection must bring a proper supply and discharge pipe of at least 50 m hose length. The Tenant shall be liable for any damage caused by his pipes. The Owner shall not be liable for power and water failures of any kind.

Articel 9

The personnel employed by the Lessor must be strictly followed on instruction. Contraventions can lead to reprimand. The accident prevention and safety regulations must be observed without fail. This applies in particular to liquid gas systems, beverage dispensing systems, etc. Operators of these systems must keep fire extinguishers in stock and install them in an easily accessible location.

The Hirer shall be liable for damage caused by non-compliance. Drinks and food may only be served in reusable crockery (glass, porcelain, metal, etc.). Cans, disposable plastic and disposable cardboard are not permitted. Violation of these regulations will result in immediate expulsion from the venue.

Articel 10

The Tenant shall be responsible for cleaning his stand and the immediate surroundings. This applies in particular to outer packaging and cartons by delivery of goods etc. These shall

be removed from the venue by the Hirer one hour before the start of the event. Furthermore, Hirer shall keep the stand site and its surroundings clean of rubbish during the event and clean and tidy up after the respective closing time. If the Hirer does not carry out the cleaning or does not carry it out properly (the decision is incumbent on the Lessor), the Lessor shall be entitled to charge a flat-rate cleaning compensation of up to € 1000 plus VAT per stand and day.

The Hirer may use the rubbish containers provided by the Lessor for the disposal of small waste. The Hirer shall set up waste bins at his place, the disposal of which he shall be responsible for himself. Fats, oils and other hazardous waste may not be disposed of in the waste bins or, on the premises, in the sewerage system. The operator is responsible for their disposal. Any kind of damage to the environment makes the operator liable to pay damages and leads to notification.

Articel 11

Parking on the venue during the event is generally prohibited. In case of violation, the vehicles will be towed away at the expense of the Hirer. Parking on the pavements and entrances is also prohibited. In particular, parking on the access roads will result in immediate transfer of the vehicles at the lessee's expense. The access road must always remain free for emergency vehicles. The Hirer shall remove his vehicle from the venue at the latest one hour before the start of the event.

Entrances to the events shall only be made via the specified points. Only vehicles that have a designated entry permit issued by the Lessor and affixed in a clearly visible manner to the windscreen may enter the venue.

Articel 12

The Lessor agrees to rent a wooden hut to the Tenant. The wooden huts are not included in the respective metre rental prices (unless otherwise agreed), but can be rented from the Lessor on request.

The rental of wooden huts shall be at the Hirer's own risk, and the Lessor shall not be liable for any damage and/or destruction. The Lessor is not liable for the condition of the rented objects.

Articel 13

If the Lessor provides facilities or has decorated the venue or parts thereof in a specific way, the Hirer may neither remove the decoration nor change its character or conceal it with his own decoration.

Own decorations must correspond to the character of the event.

Articel 14

The tenant undertakes to arrive on time. The entry and exit times must be strictly adhered to. Delayed appearance shall prevent the Hirer from entering the venue. The Hirer may only dismantle and/or close his stand after the end of the respective day of the event. The only exceptions are force majeure, official orders and severe weather warnings.

Articel 15

By signing, the lessee acknowledges that, in the event that the Christmas market is cancelled for reasons cannot take place or is cancelled for reasons for which KETERING is not

responsible, Ketering shall not be liable for any expenses incurred by the hirer. In this case the agreed stand rental payment is due in full. It will then be remitted proportionally (max. 50%) after settlement of all expenses.

Additional agreements require the written consent of the lessor and the lessee. Otherwise they are invalid. The Hirer acknowledges all points as legally binding and declares to have read them carefully.

Should one or more provisions of the contract concluded between the parties be or become ineffective, the validity of the rest of the contract shall not be affected. The parties to the contract are obliged to replace the ineffective provisions by an agreement which they would have reached if they had been aware of the ineffectiveness of the provision. The same shall apply analogously if a gap requiring supplementation becomes apparent.

The district court of Berlin shall be deemed agreed as the place of jurisdiction.