

**Screen Visions GmbH (SV) General Business Terms and Conditions**

**Contents**

- A. General provisions
- B. Special provisions for certain types of contracts
  - I. Rental of technology
  - II. Contracts for advertising services
  - III. Placement of electronic advertising on LED screens
  - IV. Sales of audiovisual technology
  - V. Consulting services

**A. General provisions**

**I. General provisions for all contracts**

**1. General**

- 1.1. These general terms and conditions apply exclusively to contracts with companies, legal entities under public law or special funds under public law in accordance with § 310 sentence 1 BGB. These terms and conditions also apply if SV provides its services without reservation in the knowledge of conflicting or deviating terms and conditions.
- 1.2. These terms and conditions also apply to all future business with the Client, hereinafter referred to as "Client" for all contracts and contract types.
- 1.3. The validity of the Client's general terms and conditions is excluded.
- 1.4. Third parties cannot derive any claims from the contract between SV and the Client, unless this is expressly agreed or required by law. If such claims exist, these terms and conditions also apply to third parties.
- 1.5. The provisions in the Special Terms and Conditions for certain types of contracts (hereinafter B.) apply to these general provisions for all contracts in the event of objections.
- 1.6. If a contract with a Client is subject to the Special Terms and Conditions of several specific types of contracts (e.g. contracts for advertising services, B II. and consulting services B. V.), the special terms (B.) of the respective contract types apply cumulatively.

**2. Conclusion of contract / content of the contract**

- 2.1. All offers from SV are always non-binding. The offers referred to as "cost framework", "cost estimate draft" or "rough cost calculation" are not binding.
- 2.2. The contract is concluded with the written order confirmation through SV or with a mutually signed contract.
- 2.3. If offers are prepared in accordance with Client instructions and documents are provided by him or by third parties, SV is not liable for the correctness and suitability of these offers, unless their defectiveness and unsuitability is not recognized intentionally, or through gross negligence.
- 2.4. SV retains title to and copyrights to quotations, offers, drawings, drafts and other documents submitted by SV to the Client. Without

SV consent, these may not be used in any other way, in particular not duplicated or made accessible to third parties. Upon request from SV, these documents must be returned or deleted immediately.

- 2.5. For samples, sketches, designs and other project development services, which are expressly requested by the Client, the agreed fee is payable, even if an order is not issued.
- 2.6. The details in the offers for the subject of the contract and for the intended use (dimensions, weights, carrying capacity, construction, illustration in catalogs and brochures, etc.) are, unless they are made in the offer, merely descriptions or markings and are not guaranteed characteristics; they are only approximate. Industry-specific deviations and tolerances remain reserved, as well as changes in dimensions and weights, unless otherwise agreed.
- 2.7. We reserve the right to modifications to the execution, which prove to be technically necessary and are reasonable for the Client, considering the interests of SV. SV also reserves the right to make improvements and changes deviating from offers and brochures which do not affect the intended use and are reasonable for the Client.
- 2.8. The validity of the contract is independent of the approval by authorities or third parties. Their procurement is the Client's responsibility. Insofar as approval is obtained by SV, SV is the Client's representative. The costs and approval fees are borne by the Client in each case. If the approval is ultimately refused, SV can claim for compensation of the agreed order amount. The Client reserves the right to prove that SV has savings and benefits due to non-execution of the order, which SV must allow to be credited against the claim for compensation.
- 2.9. Necessary changes also due to regulatory requirements apply as an order extension.
- 2.10. If SV is required to dispose of disassembled parts due to legal provisions or official instructions, the Client shall bear the additional disposal costs even if this has not been expressly agreed. This does not apply if statutory or other provisions indicate otherwise.
- 2.11. Services which are not estimated in the offer, and which are carried out at the request of the Client, will be charged to the Client additionally in accordance with the current rates of SV remuneration. The same applies to additional expenses that are due to incorrect information or incomplete preparatory work by the Client, through no-fault transport delays or by non-scheduled or professional advance services of third parties, unless they are vicarious agents of SV.
- 2.12. In the case of technology or other works, which are offered including installation, the price does not include: the low-voltage-side installation, the position of the scaffolding or any lifting equipment, any other services such as masonry, plaster or sealing work, the costs for a verification of stability, disposal costs.

### 3. Deadlines

- 3.1. A specified period of fulfillment begins on the day on which the order has been finally clarified in terms of technology and design. This includes the disbursement of the agreed advance payment and the granting of approval by authorities or third parties.
- 3.2. SV is liable for timely and quality-compliant execution only if the Client has duly fulfilled its contractual obligations, in particular those for timely payment.
- 3.3. SV is not liable to the Client for delays and failures that are not the responsibility of SV, or are due to force majeure or labor disputes (such as strikes)

### 4. Prices

- 4.1. The offer prices are valid only if the contract takes place as offered in total and not only in part.
- 4.2. The prices of the currently valid offer/order confirmation/contract apply, unless other prices have been agreed on in writing.
- 4.3. All prices are exclusive of VAT.
- 4.4. in the case of several Clients, they will be jointly and severally liable.

### 5. Liability

- 5.1. Insofar as nothing is otherwise stipulated in these conditions, SV is liable for damages, for whatever legal reason,
  - in the case of intent,
  - gross negligence on the part of corporate agents or officers,
  - culpable injury to life, body or health,
  - in the case of defects that have been fraudulently concealed or whose absence has been guaranteed,
  - in the case of defects of the delivery item, as far as according to the Product Liability Act for persons or property damage to privately used objects is liable.

In the case of culpable violation of key contractual obligations, SV is also liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to the contract-typical, reasonably foreseeable damage. Significant contractual obligations are, in particular, those whose fulfillment enables the proper execution of the contract in the first place, whose breach jeopardizes the achievement of the purpose of the contract and on whose observance the Client regularly trusts.
- 5.2. Further claims against SV are excluded.
- 5.3. Claims of the Client expire in the statutory periods.
- 5.4. If SV is claimed by a third party for compensation for damages, the cause of which is the responsibility of the Client, the Client exempts SV from such claims.
- 5.5. A claim for damages on the part of the Client expires if the Client does not file a complaint within six months after written rejection by SV, and SV has informed the Client of this consequence in the rejection. This does not apply to claims for damages of the Client due to deliberate behavior, gross negligence of the corporate

agents or executives, culpable injury of life, body or health, due to defects that were fraudulently concealed or whose absence was guaranteed as well as due to defects of the delivery item, as far as the Product Liability Act for persons or property damage to privately used objects applies.

- 5.6. Due to a breach of duty that does not exist in a defect, the Client can only resign or terminate if SV is responsible for the breach of duty. A free right of termination of the Client (in particular according to § § 648, 627 BGB, as far as this should be relevant) is excluded. Otherwise, the legal requirements and legal consequences apply.
- 5.7. Unless otherwise agreed, SV shall not be liable for objects brought in by the Client, unless SV caused the damage or destruction of the objects through intentional or grossly negligent action.

### 6. Terms of payment

- 6.1. The Client has to pay the invoice amounts or the fixed rates including value added tax (VAT) at the contractually agreed times.
- 6.2. If the Client does not pay the agreed amounts at the specified time or omits to hand over the security, SV reserves the following rights, without compromising any other rights,
  - to not (further) carry out the contract and to withdraw from the contract after setting a grace period, or to demand damages for non-fulfillment,
  - to charge reasonable amounts for the services already provided and
  - to demand default interest of 8% above the base rate of the European Central Bank (ECB) per annum.

Alternatively, SV is free to assert its statutory rights; in this case as well, default interest in the amount of 8% above the basic interest rate per annum is agreed.

- 6.3. SV reserves the right to demand securities for the remaining amounts at any time.
- 6.4. Failure to comply with the terms of payment or any circumstances that SV becomes aware of after the contract has been entered into, and which raises reasonable doubts as to the Client's solvency, will result in the immediate collectability of all claims by SV, including ongoing obligations of exchange. In this case, SV is entitled to withdraw from the contract and to demand compensation for the resulting damage, unless the Client provides advance payment or sufficient security.
- 6.5. SV travelers, agents, fitters/installers and drivers are only allowed to accept payments if they have a corresponding power of attorney.

### 7. Force majeure

- 7.1. Unpredictable, unavoidable events of force majeure entitle SV, even within a delay, to postpone the service for the duration of the impediment or – insofar as not merely a temporary impediment to fulfillment, namely strike and lockout – due to the unfulfilled part of the contract, to entirely or partially withdraw. Claims against the user, which are justified until the occurrence of the event, remain unaffected. SV will inform the Client immediately about the occurrence of a case of force majeure. Force majeure shall be deemed to include all unforeseeable, unavoidable circumstances that severely impede the delivery or make it impossible for SV to provide such services, monetary and

trade measures, breakdowns (such as fire, shortage of raw materials or energy) as well as obstruction of the traffic routes, regardless of whether these circumstances occur at SV, its subcontractors or a subcontractor. SV is committed to a careful selection of its suppliers and subcontractors.

7.2. The Client may ask SV to declare within two weeks whether it wishes to withdraw, or to do so within a reasonable period of time after termination of the disruption. If SV does not declare itself within two weeks after receipt of the request, the Client may for its part withdraw from the unfulfilled part of the contract.

**8. Confidentiality, copyright protection, data protection**

8.1 The parties to the contract shall treat any undisclosed commercial and technical details that become known to them through the business relationship as business secrets, use them only for the purposes stipulated in the contract, and keep them confidential with the same care as their own documents and knowledge vis a vis third parties. This obligation also exists after expiration of this contract.

8.2 Documents provided to the Client as well as services rendered by SV may only be used by the Client for the intended purpose, and cannot be made accessible to third parties or made the subject of publications without the prior consent of SV.

8.3 The Client is entitled to publications about collaboration with SV only with the prior written consent of SV.

8.4 SV and the Client must comply with the legal provisions for the protection of personal data. The Client is obliged to create the conditions prescribed by law (e.g. obtaining consent) so that SV can provide its consulting services in accordance with the contract, without violating legal or official provisions or orders.

**9. Withholding, offsetting, assignment**

9.1 The Client is entitled to exercise a right of withholding and offsetting if its claims against SV are undisputed or legally established or a judicial determination of his claim is ready for decision. Further Client rights of withholding or offsetting do not exist.

9.2 The Client is entitled to assign claims against SV only with the prior consent of SV.

9.3 SV is entitled to transmission rights and obligations under the contract to an affiliated company in accordance with §§ 15 ff. AktG (German Stock Corporation Act) without the Client's consent.

**10. Data protection**

The personal data collected in the context of the business relationships or in connection with these, whether they originate from SV itself or from third parties, are processed in the sense of the Federal Data Protection Act and the GDPR (General Data Protection Regulation).

**11. Place of fulfillment and jurisdiction; applicable law**

11.1 The place of fulfillment and place of jurisdiction for all disputes between the parties resulting from the contractual relationship is Stuttgart, as far as the Client is a registered trader, a legal entity under public law or a public law special fund.

11.2 The contractual relationship is governed by German law.

**12. Written form, escape clause**

12.1 Alterations, supplements and subsidiary agreements, as well as the removal of the advisory contract and this general business terms requires a written form. This applies to an alteration or removal of this requirement of the written form also.

12.2 The ingredients of the contract will not be concerned through the ineffectiveness of a contract clause. The ineffective clause will be replaced by a clause which commercial purpose is close to the ineffective clause.

**B. Screen Visions GmbH (SV) Special Terms and Conditions for certain types of contracts**

**I. Rental of technology**

**1 General**

1.1 Subject of the Special Terms and Conditions of this section are contracts between SV and the Client for the rental of video walls, TV and plasma screens, video players, cameras, cabling, light and sound equipment – hereinafter referred to as "audiovisual technology" – and general technology that becomes necessary to use the audiovisual technology.

1.2 Audiovisual technology, general technology and promotional modules are also referred to below as "rental object" or "rental objects".

**2. Risk and safety**

2.1 If the transport of the rental objects is undertaken by the Client, the Client has to sufficiently insure the rental objects against loss and damages (including total loss). The Client assigns the claims arising from this insurance contract, as far as possible, to SV upon conclusion of the contract. SV accepts this assignment.

2.2 The Client has to take all necessary precautions to protect the rental items at the event venue against theft and vandalism as well as damage.

2.3 If, for reasons of safety, the technology cannot be set up in the venue or at the location intended by the Client, the technology will be set up in coordination with the Client in a security-relevant location.

**3 Insurance**

3.1 Unless otherwise agreed in writing, all rental items under the rental agreement must be fully insured by the Lessee against all risks at replacement value, not current value.

**4 Rental conditions – obligations of the Client**

4.1 The object of the rental contract are the rental objects listed in the order confirmation/contract. SV reserves the right to replace the rental items mentioned there with other similar rental items.

4.2 The Client is obliged to insure the rental objects against theft, destruction, damage and accidental destruction. The insurance coverage must cover all damage or partial damage in full. In the case of a total loss, the insurance coverage must cover the replacement value of the rental device or the successor device. The insurance coverage shall cover the time from the takeover of the goods at the transport ramp or at the event until the end of the event or return of the goods to the transport ramp. The Client will conclude an all-risk insurance with a recognized insurance company for this purpose. Upon request, proof of insurance shall be provided to SV.

- 4.3 Defects and damages caused by the transport shall be reported to SV immediately. The same applies to disturbances or faults on the rental objects which are not identifiable in advance.
- 4.4 The Client undertakes to treat the rental objects and the associated parts with care and in a proper manner. The Client is liable for any deterioration of the rental objects, insofar as he or a vicarious agent is at fault. The Client must pay particular attention to the transport, use and care provisions. Transport may only take place in the packaging provided for this purpose.
- 4.5 After the end of the rental period, the Client has to return the rental object to SV immediately and properly in the original packaging at its expense and risk.
- 4.6 If the rental property is returned late by the Client, the Client shall pay the agreed rent until the return of the rental property, without prejudice to the further obligation to pay damages. If SV is in default of a third party due to the delayed return of the rental object, the Client shall in particular bear the costs for the procurement of a replacement. Further claims for damages remain unaffected.
- 4.7 If the rental object is returned in an improper condition, the Client must compensate for the resulting damage, in particular for the rental fee for the duration of a possible repair.
- 4.8 If the Client undertakes to repair the rental objects independently – without the consent or agreement with SV – the Client is liable for any resulting damages. The Client is also liable for damage caused by improper operation, transport or relocation.
- 4.9 The Client warrants that SV's technical personnel will have access to the venue at all times to comply with the obligations under this Agreement.
- 4.10 The Client shall provide all necessary aids which prove necessary for the fulfillment of the order, even if they are not yet known at the conclusion of the contract or cannot yet be determined, and ensure the necessary working conditions.
- 4.11 The Client shall take all necessary precautions to ensure that at no time and under no circumstances is the safety of the technical staff and employees of SV and its contractors at risk.
- 4.12 If the rental objects cannot be set up and used at all for unforeseen reasons not attributable to the SV or due to the poor security situation assessed by the SV, the Client is still obliged to pay the full rental amount.
- 4.13 If the Client is responsible for the provision of scaffolding or other superstructures, if they are needed, they must guarantee their stability (TÜV acceptance) and the timely completion.
- 4.14 In general, the Client must ensure free land (stand as well as access and departure routes) free of charge for the set-up and construction at all events, which also ensures free land for equipment such as towing vehicles, crane, etc.
- 4.15 The Client exempts SV from all third-party claims regarding copyrights, naming rights and other rights pertinent to the issued or transmitted (sent) material. The same applies to third-party claims in the event of loss or damage to the material handed over. SV disclaims any responsibility for damage or loss of the original material handed over. The Client is instructed to provide SV only with copies for transmission purposes.
- 4.16 Should the Client, contrary to this obligation, provide original material to SV for transmission, SV shall only be liable to replace the carrier material (e.g. empty cassette or similar) in the case of non-gross-negligence or intentional loss or damage only.
- 4.17 If the Client takes over the transport of the rental objects, he bears the costs incurred for this. All transport formalities (such as customs, official special permits, etc.) must be handled by the Client.
- 4.18 The Client must obtain all public and private authorizations and approvals (GEMA, private television rights, etc.) required for the event(s) at his own expense.
- 4.19 The Client is obliged to obtain in a timely manner all authorizations that are necessary in connection with the planned use of the contractual items or the fulfillment of the event. If the installation is carried out by SV, the Client has to prove the required permits on request. SV is not liable for the authorization of the intended use of the rental objects by the Client. The Client must ensure the continuous compliance with all applicable safety provisions, in particular the occupational accident prevention provisions and the guidelines of the Association of German Electrical Engineers (VDE). The rental items may only be handled by the technical staff that SV uses for the respective event.
- 4.20 The rental price includes the costs and fees for the rental items listed in the rental Agreement. Additional costs and fees (where applicable, with authorities, insurances, attachment of the stand or the driveways, towing vehicles, barriers, guarding, etc.), which arise for the event, are borne by the Client. SV reserves the right to charge the Client for costs that are beyond the control of SV.

## 5 Termination of the contract

- 5.1 The rental contract cannot be properly terminated by the Client.
- 5.2 The rental Agreement can only be canceled in writing in agreement with SV. In this case, the Client shall reimburse SV's lost earnings and costs (including labor costs, transportation costs, material costs, etc.), damages and fees and expenses incurred by SV as a result of the termination of the contract. The Client bears the responsibility to prove that no or less damage has occurred.
- 5.3 The rental contract can be terminated by SV without notice if the following reasons arise:
- if the Client is in bankruptcy, settlement or financial collapse,
  - if the Client liquidates his company or intends to liquidate,
  - if the Client has not paid a due installment of the rental amount 10 days after the due date.
- 5.4 In the case of termination without notice, SV may demand compensation for the value of the services rendered up to the termination of the contract and 30% of the value of the services not yet rendered, unless the Client proves that no or lesser damage has occurred. The assertion of a higher proven damage remains reserved for SV.

## 6 Warranty

- 6.1 SV is not liable for a transmission failure that is less than 10% of the agreed transmission time of the technology per day. The rental amount cannot be reduced due to a transmission failure of less than 10% for the technology and day.
- 6.2 Should the agreed transmission be canceled for a reason attributable to SV and the transmission time is less than 90% of the agreed transmission period, the Client has the right to reimbursement of the proportionate rent (agreed rent less costs of transport, third-party costs for the installation and dismantling of

the rental item and the agreed expenses of the operating staff related to the day of the failure). Further claims of the Client are – as far as legally permissible – excluded.

- 6.3 The maximum liability in the event of a failure of the transmission shall be limited to the amount of the agreed rental amount, unless SV is charged with intent or gross negligence.

## 7 Terms of payment

- 7.1 SV reserves the right to increase the rental fee at any time prior to the provision of the service by declaration to the Client in order to take into account cost increases due to factors outside SV's influence, or due to changes or delays caused by the Client.

## II. Special Terms and Conditions for contracts for advertising services

### 1. General

- 1.1 Subject of the Special Terms and Conditions of this section are contracts between SV and the Client for the implementation of direct marketing, sales and promotional measures ("promotional events")

- within privately operated areas open to the public (e.g. shopping centers), as well as urban spaces or other spaces (collectively "advertising spaces"); the contract includes as agreed
  - the pure provision of advertising space for the realization of advertising events,
  - the provision of advertising space plus the provision of mobile advertising material through SV (full-service offer), which, depending on the individual agreement, includes the provision of promotional modules (Vidibox, Vidicube, others), promoters, technology (sound, lighting, and media support technology), hotels etc.
- with the "Vidibox" and "Vidicube" promotion modules, included in the contract depending on the agreement
  - the pure provision of one of the promotional tools with all related services, such as transport, technology (sound, lighting, media technology), technical personnel, etc.

### 2. Conclusion of contract / content of the contract

- 2.1 Unless explicitly stated otherwise in the case of an order placed by agencies/intermediaries, the contract between agency/intermediary and SV is concluded. In the case of agency/intermediary orders placed on behalf of an advertising company ("advertiser"), this must be explicitly stated when the order is placed. In both cases, the agency/intermediary assigns its claims against the advertiser from the advertising contract concluded between the agency/intermediary and the advertiser to SV with the conclusion of the contract, insofar as they are the subject of SV's commission. SV hereby accepts this assignment (assignment of security).
- 2.2 Orders for advertising services must contain a description of the product to be advertised ("product group") and of the advertiser. In the case of independent implementation of the advertising event, the Client will submit the event concept/campaign description and the distribution material (e.g. flyer) for approval to SV upon request.

- 2.3 SV reserves the right to reject the acceptance of orders – in whole or in part – due to the content, origin or technical form of the advertising material according to uniform, factually justified principles of the Client, if the content of the advertisement is unreasonable (e.g. political, ideological or religiously extreme, xenophobic, offending advertising against good taste or good manners), or runs against laws or contrary to official provisions or the interests of the advertising surface operators. For contracts already concluded, SV has a right to withdraw from the contract in cases such as these.

- 2.4 The execution of promotional events may be subject to the approval of the advertising space operator. This will be obtained by SV. The Client will provide the required documents upon request. Unless otherwise agreed by contract, the Client will collect all the special use permits required for the advertising event. Other required permits (for example, permission to fly) will also be collected by the Client, unless otherwise agreed in the contract. If the advertising space operators or authorities make their consent subject to changes, the Client remains bound to his assigned assignment, unless he cannot reasonably be expected to make the changes due to significant impairment of the advertising effect. Compensation claims due to required changes or not granted permits are only available to the Client if SV is deemed at fault.

- 2.5 The contract cannot be properly terminated by the Client.

- 2.6 The Agreement can only be canceled in writing in agreement with SV. In this case, the Client shall reimburse SV's lost earnings and costs (including labor costs, transportation costs, material costs, etc.), damages and fees and expenses incurred by SV as a result of the termination of the contract. The Client bears the responsibility to prove that no or less damage has occurred.

- 2.7 The contract can be terminated by SV without notice if the following reasons arise:

- if the Client is in bankruptcy, settlement or financial collapse,
- if the Client liquidates his company or intends to liquidate,
- if the Client has not paid a due installment of the amount 10 days after the due date.

- 2.8 In the case of termination without notice, SV may demand compensation for the value of the services rendered up to the termination of the contract and 30% of the value of the services not yet rendered, unless the Client proves that no or lesser damage has occurred. The assertion of a higher proven damage remains reserved for SV.

### 3. Competition

Unless expressly agreed in individual cases, the exclusion of competitors of the Client is not guaranteed.

### 4. Advertising period, implementation of promotional events

- 4.1 The promotional or advertising period begins on the calendar day on which the advertising event begins, at the latest on the day on which the advertising event could have started without delay of the Client, and ends at the end of the agreed period. For setup or dismantling times outside the agreed advertising period, a prior written agreement with SV is required.

- 4.2 Unless otherwise agreed, SV conducts promotional events to the extent agreed on upon conclusion of the contract.

- 4.3 If the conception and implementation of the advertising event by SV is not contractually agreed, this is the task of the Client and the necessary advertising materials are purchased by the Client. The Client must attach a detailed campaign description to the order offer. In this case, the Client is responsible for compliance with any requirements of the advertising space operators and all official requirements (hygiene provisions, fire protection provisions, etc.) and all statutory, professional association or other safety provisions and must follow SV's "instructions for the implementation of promotional campaigns".
- 4.4 The Client is always responsible for the form and content of the advertising as well as its copyright and competition law clearance. The Client exempts SV insofar from any third-party claims as well as all costs incurred by SV. SV is not responsible for verification.
- 4.5 SV is entitled, until revoked, to use photos and footage of the advertising materials and motifs as sample print and/or for its own advertising purposes free of charge, in particular for use in a web-based database.
- 4.6 The Client is responsible for monitoring and maintaining – if necessary, replacement/renewal – advertising material in a clean and tidy condition. If the specified surface dimensions are exceeded, SV is entitled to calculate the actual occupied advertising space according to the current price list. All work on the part of the Client may only be carried out in coordination with the responsible authorities of the advertising space operator. Damage caused by the Client's work can be repaired by the advertising space operator at the Client's expense. After expiration of the advertising period, the advertising materials are to be removed immediately by the Client, unsolicited at their own expense, and to ensure the advertising space is in a proper condition. If this does not happen despite the request of SV, SV can arrange for the removal and re-erection at the expense and risk of the Client, and store or dispose of the advertising media at SV's option for the account and at the risk of the Client. If the Client does not comment on the consequences within a reasonable period of time set by him, or if he does not collect the stored advertising material within a reasonable period of time despite reference to the consequences, his consent to disposal shall be deemed granted.
- 4.7 In the case of full-service offers, SV procures the advertising material and carries out the advertising event to the extent agreed on upon conclusion of the contract. After expiry of the advertising period, SV will store the advertising material produced specifically for the advertising event up to one week after the expiry of the advertising event for the Client. If the Client does not request the return of the advertising material within this period, the advertising media will become the property of SV without compensation and may be disposed of by SV.

**5. Liability for promotional events**

- 5.1 In addition to the provisions under A. I. 5., the following special provisions apply.
- 5.2 SV is not liable for the non-execution, delay, interruption or premature termination of promotional events for reasons for which it or one of its suppliers is not responsible (e.g. strike, force majeure, construction/demolition measures carried out or ordered by public institutions, arrangements of the advertising space operators). In such a case, SV will offer a suitable available spare or replacement period. If this is not possible, both contracting parties are released from their obligations. The Client is under no circumstances entitled to compensation. If SV is responsible for

non-execution, delay, interruption or premature termination, the Client will be offered a replacement advertising event for the missed timeframe. If the advertising purpose cannot be achieved by a replacement advertising event, SV will either reimburse the Client for the compensation already paid for the lost time or extend the contract for the downtime. Further compensation claims are not available to the Client.

- 5.3 In the case of procurement of the advertising material by SV, the Client must examine SV's versions immediately after the provision of the advertising material and inform SV of any defects immediately in writing, enclosing all documents required for the examination of the complaint. If there is a defect, SV has a second right to rectification. If this cannot be achieved within a reasonable period of time or for reasons for which SV is responsible, the Client may withdraw from the contract or demand a reduction of the fee. Further claims, for whatever legal reason, are excluded.
- 5.4 SV is not liable for the damage of advertising material by third parties or by force majeure.
- 5.5 If the production of the advertising material and the implementation of the promotional event are undertaken by the Client itself, the Client exempts SV and the advertising space operator of all third-party claims, which assert these due to damage caused by the advertising or failure to comply with regulatory requirements. Likewise, the Client exempts SV from the relevant claims of the advertising space operator.

**III. Special Terms and Conditions for the placement of electronic advertising on LED screens**

**1. General**

- 1.1 The subject of the Special Terms and Conditions of this section are contracts with SV on the placement of electronic advertising on electronic media, in particular LED screens and video boards.
- 1.2 The contract includes the broadcasting of advertising motifs, commercials and other content programs on electronic media ("placement").

**2. Conclusion of contract / content of the contract**

- 2.1 There is no entitlement to a particular order or specific editorial environment of the advertisement placed.
- 2.2 If the Client effectively terminates the contract after the start of the services described in the offer or if he effectively withdraws from the contract during this period, SV may demand adequate compensation rather than the agreed remuneration, insofar as the termination or withdrawal is not his responsibility. The amount of the compensation is determined according to the agreed remuneration less the value of the expenses saved by SV and less the earnings which SV would achieve by means of other contracts. Taking into account the period between the notice of termination/cancellation ("cancellation") and the agreed start of placement, SV can in principle demand the following compensation:
- cancellation up to 8 weeks before commencement of service, 5% of the agreed remuneration;
  - cancellation up to 4 weeks before commencement of service, 10% of the agreed remuneration;
  - cancellation before commencement of service, 25% of the agreed remuneration,

The Client is entitled to request a justification of these compensation from SV. As well, the Client is permitted to prove that SV did not incur any damage or that the damage incurred was significantly lower than the flat rate.

In the event of cancellation after the start of service, the Client is obliged to pay for services rendered. For services not yet provided, SV may demand adequate compensation instead of the agreed remuneration, insofar as the cancellation is not the responsibility of SV. The amount of the compensation is determined by the outstanding agreed remuneration minus the value of the expenses saved by SV and minus the earnings that SV would achieve by otherwise utilizing the placement time. Accordingly, the amount of the compensation generally amounts to 25% of the outstanding, agreed remuneration. The Client is entitled to request a justification of this compensation from SV. In addition, the Client is permitted to prove that SV did not incur any damage or that the damage incurred was significantly lower than the flat rate.

Other claims from SV remain unaffected. The respective flat rates are to be credited in full to any other compensation claims of SV based on the cancellation.

### **3. Placement time**

The placement time begins on the calendar day of the first broadcast of the advertisement and ends with the expiry of the agreed placement.

### **4. Advertising material**

4.1 The production of the reproduction documents is the responsibility of the Client. The Client has to provide suitable reproduction material (materials/templates) to SV at his own expense on the date stated in the order confirmation. SV will immediately notify the Client of any evidence of improper or damaged reproduction documents. If the Client does not provide the reproduction documents in time and the delivery is delayed or canceled, this does not release the Client from his payment obligation. Saved expenses must be credited to SV.

4.2 The Client is always responsible for the form and content of the motifs and commercials as well as their copyright and competition law clearances. The Client exempts SV insofar from any third-party claims as well as all costs incurred by SV. SV is not responsible for verification.

4.3 SV is entitled, until further notice, to use photos and footage of the advertising materials and motifs as sample print and/or for its own advertising purposes free of charge, in particular for use in the form of a web-based database.

### **5. Warranty**

Obvious defects must be reported to SV in writing without delay after the start of the placement, no later than 1 week after completion of the run.

## **IV. Special Terms and Conditions for the sale of audiovisual technology**

### **1. General**

1.1 The subject of the Special Terms and Conditions of this section are contracts between SV and the Client regarding the sale of audiovisual technology.

1.2 Audiovisual technology – hereinafter referred to as technology – includes in particular video walls, TV and plasma screens, video players, cameras, cabling, lighting and sound equipment, as well as general technology that is required to use the audiovisual technology.

### **2. Installation**

2.1 Installation work undertaken is assumed to be continuous without hindrance or delay.

2.2 The installation prices, even if they are agreed as fixed prices, do not include the costs incurred as a result of delays occurring due to circumstances for which the Client is responsible, or additional work being required. The resulting expenses for labor, time and material costs will be borne by the Client.

2.3 Any required third-party services may be commissioned by SV on the Client's account.

### **3. Delivery and acceptance**

3.1 In the case of delivery of the technology or other works without installation, shipping or transport shall be at the Client's expense and risk. The costs for a possible transport insurance are borne by the Client. Any transport damage must be ascertained immediately by establishing a factual record with the carrier.

3.2 If the technology or other works are installed by SV, the Client is obliged to accept them immediately after completion of the installation. In the case of hindrance, the Client has to carry out the acceptance within 14 working days. If this is not the case, the acceptance of the technology is deemed to have taken place.

3.3 Technology which has been announced ready for dispatch or ready for installation, which is not retrieved by the Client within 5 working days, will be stored at the Client's expense and risk. At the same time, invoicing will take place.

### **4. Terms of payment**

4.1 Unless otherwise agreed, 1/3 of the price is payable on placing the order and 1/3 in the case of readiness for installation or delivery; the remainder upon acceptance.

### **5. Retention of title**

5.1 All SV's goods shall remain the property of SV until full payment of all claims against the Client arising from the business relationship, including claims arising in the future, including from simultaneous or later concluded contracts. This also applies if payments are made on specially designated claims.

5.2 In the case of a current account, the reserved property is deemed to be the security of SV's balance claim.

5.3 The Client is entitled to resell the deliveries throughout the ordinary course of business. Other dispositions, in particular pledging or transmission by way of security, are not permitted. He is obliged to resell the reserved goods only subject to retention of title, with the proviso that the purchase price claim from the resale is passed on to SV as follows: the Client hereby assigns his claims from the resale of the reserved goods with all ancillary rights to

SV, and regardless of whether the reserved goods are resold without or after processing. The Client is prohibited from entering into agreements with his customer which in any way exclude or impair SV's rights. In particular, the Client may not enter into any agreement which nullifies or prejudices the advance assignment of the claims to SV. For the collection of the claims assigned to SV, the Client remains authorized even after assignment; however, SV expressly reserves the right to independently collect the claims, especially in the event of late payment by the Client. At SV's request, the Client must disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtor of the assignment.

5.4 If the reserved goods are resold together with other goods not sold by SV, the assignment of the claim in the amount of the value of these co-ownership shares shall apply. If the reserved goods are used by the Client for the purpose of fulfilling a works or delivery purchase, the above conditions shall apply accordingly to the claim arising from this contract.

5.5 Processing of the reserved goods shall be carried out for SV as manufacturer without obliging him. If the reserved goods are combined or mixed with other items, SV becomes the owner or co-owner of the new item or the mixed stock. If SV's ownership expires due to connection or mixing, the Client hereby already assigns to him the property rights to the new stock or the item to the extent of the invoice value of the reserved goods to SV and stores them for him free of charge. The resulting co-ownership rights are considered as reserved goods within the meaning of these conditions.

5.6 If the value of the securities due to SV exceeds the total claim against the Client by more than 10%, SV is obliged to release securities of its choice upon request.

5.7 The retention of title of SV is conditioned in such a way that with the full payment of all receivables, the ownership of the reserved goods is transferred to the Client and the assigned claims are due to the Client.

## 6. Liability for defects

6.1 In addition to the provisions under A. I. 5., the following special provisions apply.

6.2 Obvious defects of the goods are to be reported by Clients, who are contractors, to SV immediately in writing, at the latest within one week after receipt of the goods at the place of destination. Defects which cannot be detected even during the most careful examination within this time must be reported in writing immediately after discovery, with immediate cessation of any processing or use, and at the latest within the warranty period (paragraph 4). In the case of justified complaints from Clients who are contractors, SV has the right to remedy or rectify the defect (rectification). As long as there is no failure to remedy the defect, the Client does not have the right to demand a reduction of the remuneration or – unless construction work is the subject of the liability for defects – to demand cancellation of the contract.

6.3 Customary color deviations and material tolerances are not a defect and do not justify a complaint.

6.4 The right to subsequent improvement becomes time-barred against contractors with a period of 1 year after transmission of risk to the Client. Claims for damages become statute-barred within 2 years from the passing of risk. A period of limitation of 5

years from the transmission of risk applies for the manufacture of movable objects which have been used for a construction according to their usual use and which have caused its defectiveness.

## V. Special Terms and Conditions for consulting services

### 1. General

1.1 The subject of the Special Terms and Conditions of this section are SV consulting services.

### 2. Contract conclusion and SV services

2.1 The Client may accept the offer within the period specified therein; with the acceptance of the offer, the consulting contract is concluded. If the Client commissions SV after expiration of this period, the consulting contract is concluded with written confirmation or unconditional commencement of the execution of the contract by SV to the conditions stated in the offer.

2.2 The scope of services results from the offer. Unless expressly agreed in writing, SV does not guarantee a specific success. SV does not assume any obligations within the Client's company and is not responsible for the use or exploitation of the consulting services rendered. Service descriptions are not a guarantee of quality, unless they are expressly designated as such.

2.3 Consulting services not explicitly listed in the offer are not owed. The Client may at any time request written changes, deviations or extensions of the agreed consulting services. Upon receipt of such request for amendment, SV shall, within a reasonable period of time, submit to the Client a written addendum offer stating the effects, including the required adjustment of the remuneration, the timetable and/or the agreed dates. If the Client wishes to change the scope of service on the basis of an addendum offer, he shall inform SV in writing within 14 days of receipt of the addendum offer. SV is obliged to carry out changes of the scope of service only after receipt of the written confirmation of the addendum offer.

2.4 SV provides the agreed services by its own employees or by suitable third parties commissioned by SV (collectively also "consultants") on its own responsibility. Only SV is authorized to give instructions to the consultants.

### 3. Remuneration

3.1 The fee is based on daily rates, unless a flat or fixed rate has been expressly agreed on. In the case of compensation according to expenditure, the Client receives detailed statements from SV as agreed on in the offer, otherwise on the client's written request.

3.2 The amounts stated by SV are understood as net amounts in euros plus VAT, unless specified otherwise.

3.3 Travel costs are calculated on the basis of the flat rates described in the offer; other expenses required for the consulting services are to be refunded to SV by the Client.

### 4. Service time and participation of the Client

4.1 The service time results from the offer. Services prior to the scheduled service date and partial services are permitted, unless this is deemed unreasonable for the Client.

4.2 The Client supports the activities of SV free of charge; in particular, he will provide SV with all necessary documents and information in time to provide the consultants appointed by SV with access to the rooms, facilities and data relevant to their activities, provide them with all necessary documentation and



contact with their employees (contact persons, experts, other know-how carriers). This also applies to documents and information that become known or relevant only during SV's consulting activities, and to required collaboration (for example, decisions) of the Client that are necessary for the progress of the consulting services.

Stuttgart, 12.12.2023

4.3 Prior to the start of the consulting services, the Client shall name a central contact person to SV who will be responsible for the respective overall project and for receiving explanations. Article 4.2 remains unaffected.

4.4 If the Client does not fulfill his duty to cooperate in time, the service deadlines and dates for SV shall be extended or postponed accordingly. SV's rights due to Client default remain unaffected. If SV falls behind, the Client should set a reasonable grace period after which he may withdraw from the contact, if its fulfillment is no longer of interest to him. Regardless of this, the Client has to remunerate the services provided by SV up to that point.

## 5. Liability

Notwithstanding A. I. 5., the following applies to the liability for breach of duty for SV consulting services: The liability of SV is limited to a sum of € 500,000, unless intent or gross negligence exists. Insurance coverage exists for this amount.

## 6. Terms of payment

6.1 Invoices from SV are payable within 30 days of receipt. SV is entitled to charge for payments made in accordance with the offer, but no later than at the end of each calendar month.

6.2 If the Client is in default of payment, SV is entitled, after written notification, to cease the fulfillment of its obligations until the fulfillment of all outstanding payment claims. In the event of fruitless expiry of a previously set, reasonable period, SV is entitled to withdraw or resign in this case.

## 7. Contract period and termination

7.1 The contract period results from the offer.

7.2 Insofar as provisions in the offer or these GTC are made with effect beyond the end of the contract, these remain effective even after the expiry of the contract.

7.3 The statutory right of termination for good cause remains unaffected for both parties. An important reason exists in particular if insolvency proceedings have been instituted over the assets of the other contracting party, if a judicial or extrajudicial settlement procedure has been opened, if a corresponding request has been made, even if such an application was rejected for lack of assets, if the reasons for the opening insolvency proceedings or similar proceedings concerning the assets of the other contracting party have been instituted, or an enforcement proceeding has been initiated against the entire assets of the other contracting party, or of a substantial part of these assets.

7.4 If SV terminates the contract for good cause, SV retains the right to compensation, less the expenses and costs saved due to the premature termination of the contract; at the same time, SV has the right to compensation for damages caused by the premature termination of the contract and wasted expenditure. Other contractual or legal rights of SV remain unaffected.

7.5 Termination of the Client for good cause does not affect the proportion of consulting services which have already been provided according to the contract prior to the effective date of the termination. In that regard, the Client remains obliged to pay.