

# GTC of the Mega-Kart Norderstedt GmbH

## General

1.1 Our contractual partners are hereinafter referred to as contracting entities, the Mega-Kart Norderstedt as contractors, without prejudice to the legal classification of contractual relationships.

1.2 The following conditions form an integral part of all contracts which are concluded between the customer and the Mega-Kart Norderstedt, without a contradiction of the Mega-Kart Norderstedt being required against any restrictions imposed by the customer. Otherwise, the statutory provisions apply.

1.3 General terms and conditions of business of the customer and other agreements as well as amendments and collateral agreements are only valid as far as Mega-Kart Norderstedt has expressly agreed to in writing.

## 2. Offer and conclusion of contract

2.1 Only written contractual declarations of the Mega-Kart Norderstedt, in particular offers and promotions, oblige the Mega-Kart Norderstedt. Oral agreements require the written confirmation by the Mega-Kart Norderstedt. Errors are expressly reserved.

2.2 A contract conclusion shall be deemed to be concluded if it has been filed in writing and the contract has been legally confirmed by email.

2.3 The client undertakes to notify the Mega-Kart Norderstedt as early as possible of any changes in the timing and / or the number of persons. All changes to the contract and new offers must be made in writing and confirmed.

2.4 In cases of withdrawal from the contract, the following calculation shall apply:

From the 21st day before the start of the event, 30% of the total offer price will be due.

From the 14th day before the start of the event 50% of the total offer price is due.

From the 7th day before the start of the event 70% of the total offer price will be due.

From one day before the start of the event, 100% of the offer price will be due in any case.

## 3. Scope of Services

Contractor's services include, in particular, all the goods and services required to carry out the commissioned event. The exact scope of the service is the result of the contract concluded between the parties. In the case of non-compliance with the contract cancellation charges according to 2.4 are due.

3.1 All items required for the execution of the order and supplied by the Mega Kart Norderstedt at extra-house events except the food and beverages shall remain and remain the property of the Mega-Kart Norderstedt and must be returned to the organizer

immediately after completion of the event , Defects will be invoiced to the client after restitution and examination of the remaining items according to sentence 1 at replacement prices. Drinks supplied on a commission basis are only withdrawn if the containers are neither broken nor damaged.

#### 4. Delivery time

4.1 The delivery and performance dates stated in the separately agreed agreement are generally binding.

4.2 Mega-Kart Norderstedt shall, however, be released from the obligation to deliver if Mega-Kart is prevented from fulfilling its obligations by the occurrence of unforeseeable exceptional circumstances which could not avert it, in spite of the diligence which is reasonable in the circumstances of the case, e.g. in the event of force majeure, operational disturbances such as strike or lock-out, official interferences, delay in the delivery of essential raw materials, etc., and if delivery or performance becomes impossible due to the above circumstances. For all stated reasons of hindrance, it is irrelevant whether they arise at the client or the Mega-Kart Norderstedt.

4.3 If the Mega-Kart Norderstedt is exempt from the obligation to deliver and perform, any claims for damages and rights of withdrawal derived therefrom shall be omitted. The customer replaces the Mega-Kart Norderstedt with all costs necessary for carrying out the order, which have been incurred up to the time when Mega-Kart Norderstedt has been sold in accordance with para. 4.2 is free of the power.

#### 5. Payment, arrears, set-off

5.1 The open balance of the final invoice is due immediately without deduction upon receipt of the invoice.

5.2 In the event of a delay in payment, H. v. 5% above the respectively applicable base rate of the European Central Bank. The assertion of further damage shall remain unaffected.

5.3 Offsetting against counterclaims by the customer is only possible if the claims are undisputed or legally established.

#### 6. Complaints

6.1 Complaints must be communicated immediately to the executing organizer.

6.2 If the customer meets his / her obligation to provide notification pursuant to Art. Para. 7.1, the deficiencies due to the behavior of the client can not be remedied in due time, during or until the end of the event, no claims for damages can be derived from the deficiencies determined by the customer.

#### 7. Transfer of risk and liability

7.1 Upon delivery of goods and services, the customer has to check the goods. In the case of complaints, no. 6th

7.2 With takeover acc. Para. 7.1 of the deliveries or contributions acc. Para. 3 of these terms and conditions by the client, the risk of loss, damage, reduction and deterioration as well as consequential damages shall be transferred to the customer.

7.3 Liability for indirect personal injury, material damage and property damage as well as consequential damages is excluded, to the extent permitted by law.

## 8. Warranty

Claims of the client due to lack of assured characteristics can only be derived if the assured characteristics of Mega-Kart are expressly designated as such in the order confirmation. Otherwise, there are no claims by the customer.

## 9. Form

Amendments or additions, as well as the abolition of even individual provisions of these terms and conditions shall require the written form to be binding. The same shall apply with regard to this requirement.

## 10. Partial effectiveness

In the case of the invalidity of individual contractual provisions, the validity of the remaining contractual provisions shall remain unaffected. In lieu of the ineffective contractual provisions, the contracting parties undertake to replace them immediately by way of supplementary agreements by means of such a written agreement which comes closest to the result of the invalid provisions.

## 11. Jurisdiction

In the case of full-purchasers, the court of Norderstedt shall be exclusively responsible for all legal disputes arising from the contractual relationship as well as from its occurrence and its effectiveness.

## 12. Applicable law

The contractual relationship is subject to the law of the Federal Republic of Germany.

Mega-Kart Norderstedt, In de Tarpen 101, 22848 Norderstedt