

COMMPANY General Terms and Conditions of Business

Valid from February 2006

Section 1 General, scope of validity

1. COMMPANY Gesellschaft für strategisches Ereignismarketing mbH ("COMMPANY") is a full-service event agency (event conception, locating and reserving venues, invitation activities, participant and press support, management of the event implementation, performance monitoring etc.). COMMPANY further acts as a mediator for individual transportation services (e.g. flights, rail travel), other individual touristic services (e.g. overnight hotel accommodation, car rentals), and third-party package tours organised by various organisers. The following General Terms and Conditions of Business ("GTCs") apply to all services offered by COMMPANY, including such services offered on behalf of third parties ("Customer(s)"). These GTCs further apply to all other contractual and contract-like relationships between COMMPANY and Customer.
2. When taking advantage of COMMPANY's service range, these GTCs shall be deemed binding in the absence of alternative written agreement or alternative statutory provision. Any other terms of business are hereby excluded unless expressly accepted by COMMPANY beforehand.
3. Supplementary terms shall apply to travel and tourist arrangements which COMMPANY organises itself (these will be specifically declared as "own events") and will be documented in the respective descriptions or accompanying terms compiled specially therefor.

Section 2 Formation of contract

1. Customer's assignment offer to COMMPANY to organise an event or part-event or to arrange transportation or other individual tourist services may be conveyed in writing, verbally, by phone or fax, or with the assistance of electronic media (e.g. e-mail). COMMPANY's statement of acceptance of Customer's assignment offer constitutes the formation of contract between Customer and COMMPANY.
2. Customer is bound to his/her/its assignment offer until COMMPANY's statement of acceptance, no longer however than 14 (fourteen) days from the time the assignment offer was submitted.
3. COMMPANY's statement of acceptance of Customer's assignment offer may be made in writing, verbally, by fax or with the assistance of electronic media.
4. COMMPANY's contractual obligation extends to the orderly implementation of the planned event or part-events and/or mediation of the booked transportation and/or the individual tourist services. COMMPANY is not responsible for the fulfilment of the booked tourist services as such.
5. Insofar as the order to COMMPANY involves the reservation of transportation services or other tourist services, the respective terms of the organisers (service providers) and these terms of COMMPANY shall apply to cancellations of or changes to an order.
6. With the enrolment of other travel and/or event participants, Customer assumes liability for fulfilment of said participants' contractual obligations (in particular, but not limited to, payment of the travel costs) and Customer's own obligations. The contractual agreements and GTCs herein apply to all travel and/or event participants.

Section 3

COMPANY's liability as mediator

1. Information and details pertaining to mediated transportation or mediated tourist services or other mediated event services are based exclusively on the details provided by COMPANY's respective responsible service providers (e.g. airlines, travel companies, hotels, location lessors). They represent neither a guarantee nor any other form of obligation vis-à-vis the Customer or ordering party. COMPANY assumes no responsibility whatsoever for the correctness, completeness or up-to-dateness of information or details provided by the responsible service providers.
2. COMPANY assumes no liability for mediated services rendered by third-party service providers or transportation companies, but only for the orderly mediation of the travel services or other services, and for the orderly forwarding of the service provider's information and details to Customer or the participant.

Section 4

Rescheduling, cancellation of mediated services

A mediated service can only be rescheduled by cancelling the mediated services and immediately forming a new follow-up contract, insofar as the service provider does not have any special or alternative provisions herefor. In the event of rescheduling or cancellation, COMPANY's claims for reimbursement of borne expenses, lost mediation fees / commission from third parties and the lump-sum handling fee remain fully effective (cf. Section 8). Should the contractual parties enter into a new contract, COMPANY is entitled to charge Customer anew for compensation for expenses, commission and the lump-sum handling fee. This is ineffective if COMPANY is responsible for the rescheduling, at the very least for reasons of gross negligence.

Section 5

Alterations to contractual performance, expenses, minutes of meetings

1. COMPANY will attempt to take account of alterations to Customer wishes and orders, even at short notice (alterations/constraints/extension of COMPANY's original, contractually agreed obligations). Customer may convey order alterations/constraints/extensions verbally, in writing or with the assistance of electronic media. Alterations to contractually agreed services may entail additional costs for Customer (compensation for expenses, commissions, lump-sum handling fee etc.).
2. If necessary, COMPANY will compile minutes of meetings held between COMPANY, Customer and any third parties. The contents of these minutes shall be regarded as binding for the contractual parties insofar as Customer does not challenge the contents immediately upon receipt thereof.

Section 6

Advance payments, instalments

In the case of a new business relationship or orders exceeding EUR 2,500.00 (two thousand five hundred euros) in value, COMPANY retains the right to charge advance payments or instalments. Decisions on the level and due date of advance payments or instalments are left exclusively to COMPANY's reasonable discretion. They may be up to 100 (one hundred) percent of the total cost.

Section 7

GEMA, official authorisations, event insurance etc.

Overheads and costs for GEMA or applications for official authorisations, other public payment obligations and event insurance are borne by Customer alone. COMMPANY will register and submit applications to the public authorities. Customer alone is responsible for taking out insurance cover (e.g. third-party liability insurance).

Section 8

Third-party performance, lump-sum handling fee

1. For any order placed with COMMPANY, Customer will be charged an additional lump-sum handling fee to the value of 16 (sixteen) percent of any services purchased from third parties i.e. all services which are not rendered by COMMPANY itself. The same applies to COMMPANY's own expenses (e.g. overnight hotel accommodation at the event venue or Customer's place of business, event-necessitated transport costs).
2. If the products or services rendered by COMMPANY or a third party are to be billed by manpower day according to the agreement, invoicing shall be set on the basis of an eight-hour working day for each calendar day. The Customer shall accept the dated tabular record sheet detailing the manpower days worked as suitable documentation of performance.

Section 9

Copyrights

1. All information content, services, documentation, advertising materials and any other products released to the Customer for the purpose of fulfilling an order or those created by COMMPANY shall remain the property of COMMPANY with immediate effect or on their creation as applicable (BGB [German Civil Code] § 930). The service offered and supplied by COMMPANY shall be protected by industrial protection rights and other related laws, and may only be used in such form and fashion as approved by COMMPANY.
2. The identified brands shall remain the property of their respective suppliers and owners, even where this is not specifically stipulated. Copyright shall remain the property of the respective owners of these protection rights. The copying and use for further electronic or paper-based publication of information content supplied is prohibited unless expressly permitted by COMMPANY.

Section 10

Digital data storage

Note pursuant to BDSG [German Federal Data Protection Act] § 33: The name and address of the Customer and all persons registered and/or named by the Customer as well as all data collected as necessary for the fulfilment of the order shall be stored in automated filing systems. The data shall not be released to any third party not involved in any way with the fulfilment of the order without the express permission of the Customer.

Section 11

Payment modalities

1. All COMPANY's prices are net and the prevailing statutory rate of VAT on the date of billing will be charged additionally. Payments are due without deduction within 14 (fourteen) days of billing date. COMPANY may accept cheques and bills of exchange at its own discretion.
2. If Customer is in arrears with payment, COMPANY is entitled to demand interest in arrears, the level of which will be set in accordance with Section 288 BGB (German Civil Code).
3. If Customer's payments have been in arrears for more than 30 (thirty) days or if Customer has discontinued payments or Customer's economic situation has deteriorated significantly, all of COMPANY's receivables ensuing from all contracts with Customer will become immediately due. COMPANY is entitled to demand full advance payment prior to further handling an order. Cancellation, rescheduling and handling fees appear on the reservation confirmation and are due immediately.
4. Payment deadlines shall only be dependent on documented invoicing for expenses (by presentation of invoices or receipts) from COMPANY where this has been expressly agreed by both parties. If this has not been agreed, the Customer shall have no entitlement to reservation of payment with respect to the claims of COMPANY. The Customer shall waive any right to documentation of hours worked. Otherwise, the Customer may only deduct from the claims of COMPANY those counterclaims that are uncontested or have been confirmed through litigation.
5. After the Customer has effected the final payment for order fulfilment, the COMPANY shall not be obliged to any reporting pursuant to order fulfilment. This shall especially apply after agreement termination.

Section 12

Limitation of liability

Regardless of legal foundation, COMPANY and/or COMPANY's vicarious agents shall only assume liability for damages associated with awarded orders in the case of intent or gross negligence. This disclaimer shall especially apply to unforeseen circumstances, political influence, war and natural disaster. The liability limitation does not apply to the liability for compensation for death, bodily harm or damage to health. The level of compensation is limited to the value of the mediated service. COMPANY shall also not be liable for consequential or indirect damages arising from negligence. The liability limitation is only effective in the absence of alternative statutory provision.

Section 13

Special provisions for the mediation of travel services

I. Special tariffs, charter flights

1. Special tariffs and charter flights are COMMPANY-mediated flights which are subject to special conditions and special tariffs. Special conditions apply to these flights:
 - a. Only the airlines stated in the flight documentation may be used. Insofar as reschedules or changes to the itinerary are possible at all, these may only be instigated by COMMPANY.
 - b. Many special tariffs and charter flights require the travelling party to confirm the outbound, inbound and connecting flights to the airline no later than 72 (seventy-two) hours before take-off, otherwise the right of transportation is surrendered.
 - c. A refund of only partially flown airline tickets is not possible.
 - d. As with all mediated travel services, the airline's or service provider's or organiser's terms of cancellation always apply to the cancellation of special-tariff or charter flights. In such case, cancellation fees may be as high as 100 (one hundred) percent of the travel price. COMMPANY may, regardless thereof, charge Customer with up to 10 (ten) percent of the ensuing cancellation fees for handling the reservation, cancellation and lost commission fees. All lump-sum cancellation fees apply per person respectively per flight ticket. Customer/the travelling party retains the right to prove that the service provider suffered a lesser damage or no damage whatsoever.
 - e. COMMPANY only mediates scheduled and chartered airline services and does not offer these as services of its own. The airlines' liability is based on the prevailing statutory and contractual provisions which Customer or the travelling party can find in the transportation documents of the respective service provider.

II. Changes to tariffs and prices

1. If, subsequent to contractual execution, an airline or service provider increases the price of the flight / transportation, COMMPANY is entitled to adjust its costs / prices and to invoice Customer accordingly. This applies in particular to price increases due to unforeseen circumstances (e.g. increases in currency exchange rates, transportation tariffs or price increases due to a rise in the cost of oil; official charges or official taxes at home or abroad). Upon request, COMMPANY will provide Customer with an explanation and the scope of the price increase in writing.
2. A price adjustment is only permissible if a period of 4 (four) months or more lies between contractual execution and the start of the journey. COMMPANY must inform Customer of a price increase without delay.

III. Alterations to travel services

COMMPANY may only deviate from its originally offered services if necessitated by bona fide reasons. Such deviations may not be significant or alter the general nature of the journey. A decision on deviating service content is taken at COMMPANY's reasonable discretion. COMMPANY retains the right, however, to replace individual hotels with other hotels of an equivalent or better quality, to switch airlines or air vehicles, or to change routes at any time. COMMPANY will inform Customer about any changes without delay.

IV. Passport, visa, customs, currency and health regulations

1. If COMMPANY is provided information from the existing travel reservation systems (e.g. Start, Amadeus), it will be assumed that the participant is a German national insofar as an alternative nationality is not evident or COMMPANY has not been informed to the contrary beforehand by Customer or the participant.
2. In the framework of its statutory information-provision requirements, COMMPANY will conscientiously disseminate information relating to the above points, but will not assume liability for its correctness. Customer or the participant alone is responsible for fulfilling the respective passport, visa, customs, currency and health regulations. Any costs or disadvantages ensuing for Customer or the participant as a result of failure to fulfil such regulations will be borne by Customer.

V. Travel documents

For all journeys and travel services mediated by COMMPANY, the documentation and travel documents will only be handed over subsequent to payment. Documentation and travel documents will not be mailed or handed over without prior payment or payment on collection of the documents.

Section 14 Legal venue, applicable law, closing provisions

Frankfurt am Main, Germany, is agreed as the legal venue for all disputes arising between Customer and COMMPANY, regardless of legal foundation, insofar as Customer is a businessperson in the sense of the German Commercial Code [Handelsgesetzbuch], Customer has no general legal venue in the Federal Republic of Germany or, subsequent to contractual formation, moves his/her/its place of residence or regular permanent address out of the area of jurisdiction of the Code of Civil Procedure or his/her/its place of residence is unknown at the time of institution of legal proceedings. Should any provision of these GTCs be or become ineffective, this shall in no way affect the validity of the remaining provisions herein. German law alone shall apply to any disputes arising between the Customer and COMMPANY regardless of whether the order has been fulfilled inside or outside Germany.

COMMPANY
Gesellschaft für strategisches Ereignismarketing mbH
Hopfenweg 6
D-36391 Sinnthal-Mottgers

General Manager: Mario M. Flaschentraeger
Company registration: First local instance court Hanau HRB-91497
VAT ID: DE 114185310

Telefon: +49(0)6664-402454
Telefax: +49(0)6664-402455
Hotline: +49(0)700-COMMPANY (12 ct./min.)

eMail: info@commpany.com
Internet: <http://www.commpany.com>