

General Terms and Conditions  
of Arena One GmbH for Restaurant 181  
As at February 2011

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## 1. Scope of Application

These General Terms and Conditions shall apply to services by Arena One GmbH ("AO") for events in Restaurant 181 - Werkstatt der Sinne. Customer's deviating or additional terms and conditions are rejected. They shall only apply if AO has expressly agreed to them or parts of them in writing.

## 2. The Formation and Content of Contracts

2.1. An event shall occur when meals or a succession of meals are ordered and specified in advance and there is no à la carte selection in the restaurant, other special services are made use of or a reservation includes more than nine persons.

2.2. In the case of an event with more than 120 persons, the restaurant shall be assigned exclusively to this event. Room rental and guaranteed sales shall be agreed individually in respect of exclusive allocation.

The customer shall guarantee the then agreed sales by ordering meals and drinks. These amounts constitute the minimum sales. AO is entitled to charge for the difference between smaller actual sales and the agreed sales amounts as an additional rental fee.

The rental fee shall include the provision of the room and the existing furniture.

2.3. The contract regarding events shall be formed through the return of the signed event agreement to AO by the customer. AO shall be bound by the unsigned offer until the expiry of the set period stated therein. Amendments by the customer require the express agreement of AO. Verbal supplementary agreements or subsequent changes/additions to a contract are only binding if AO has confirmed them in writing.

2.4. If the customer is an intermediary and/or a promoter for a third party ("principal"), both are jointly and severally liable for the fulfilment of the obligations under the contract. With his, her or its signature under AO's offer, the intermediary/promoter declares that he, she or it is authorised by his, her or its principal. AO's contractual partners and customers and thus the invoicing address are initially the intermediary/promoter.

## 3. Scope of and Changes to Services

3.1. The scope of services provided by the customer and confirmed in the offer through a signature serves as the basis of invoicing. Increases in the scope of services and the sales of drinks shall be billed for according to the sales that have actually occurred based on AO's usual price list.

AO reserves the right to make changes to the composition of a menu in the event that, for reasons not due to AO, parts of the menu have to be replaced by equivalent food or drink. AO will strive to inform the customers promptly and will ensure that the substitute product comes as reasonably close to the character of the replaced product.

3.2. If the customer reports a reduction in the number of people later than 48 hours before the booked date, AO shall be entitled to demand the whole of the agreed remuneration.

3.3. In the case of a subsequent increase in the number of people, the customer undertakes to notify this in writing without delay to AO. The increase shall only be effective if it is confirmed by AO. The remuneration and invoicing shall then be based on the increased number of persons.

3.4. The scope of services shall include the usual opening times: These are as follows:

- Midday: 11:00 hrs to 16:30 hrs (hot food from 12:00 hrs, last admission 16:30 p.m.),
- Evening: 18:00 hrs to 24:00 hrs (hot food until 21:30)

3.5. A change in the opening times is possible as a rule and must be agreed beforehand with AO. In the case of events that extend beyond the usual opening hours, AO charges an additional service charge per employee based on the following amounts for each employee required.

- Service manager €35
- Service staff: €30
- Cook: €30

3.6. It is pointed out that a change in the operating times of the lift in the Olympic Tower is to be agreed by the customer with Olympiapark München GmbH.

## 4. Rescission

4.1. The customer is entitled to rescind the contract. The rescission must be declared in writing. If the customer declares the rescission:

- in the case of an event with less than 20 persons, earlier than 3 working days before the agreed date, this will be free of charge;
- in the case of an event with more than 20 persons, earlier than 5 working days before the agreed date, this will be free of charge;
- in the case of an exclusive booking, earlier than 30 calendar days before the agreed date, this will be free of charge.

Cancellations declared outside these prescribed periods shall entitle AO to claim the customer's entire remuneration, unless the losses of AO are less and the customer can prove this. If no remuneration has been agreed, the cheapest menu offered at this time per person shall be taken as the minimum loss; in the case of an exclusive booking, a minimum of 100 people shall be taken, in so far as no details provided by the customer are available.

4.2. Notwithstanding the above-mentioned provision, AO can charge the customer for goods, materials and personnel services that were procured especially for the event concerned and which AO cannot otherwise use.

- 4.3. If the customer does not exercise his, her or its right to rescind the contract, the contract shall remain valid with the result that the customer will also have to pay the agreed remuneration, if he, she or it does not make use of the ordered supplies and services. The remuneration shall also include adequate compensation for lost food and drink sales.
- 4.4. AO is also entitled to rescind the contract for an objectively justifiable reason, for example, in the cases of force majeure, industrial disputes (lock-out and strike), through which not only a delay in performance occurs, or circumstances beyond the control of AO render the performance of the contract impossible or significantly impede this. In the case of a justified cancellation, the customer shall not have a claim for damages.

## 5. Defects

Complaints by the customer about defects or quantity deviations in equipment made available by AO are to be notified immediately to AO. The services of AO are regarded as approved if not reported in time. In respect of defects to the equipment made available by AO, AO will, at its own discretion, either repair the object involved or supply a replacement, whereby several attempts at repair are permitted. If the repairs are not carried out in a suitable period or the replacement is also defective, the customer can demand reduction of the remuneration and, if the event is seriously affected, can withdraw from the contract. Otherwise the statutory provisions apply.

## 6. The Duties of the Customer

The provision of food and drinks as well as other services, which would normally be within the scope of a restaurant, by the customer is permissible only after a separate, written agreement. AO can make its agreement subject to a suitable contribution from the customer to cover the overheads.

- 6.1. If the customer provides the decoration with AO's consent, the material used for decoration by him, her or it must conform to the fire brigade regulations. AO is entitled to demand official proof regarding this. To avoid damage, the introduction and assembly of objects must be coordinated with AO beforehand.
- 6.2. The use of the customer's own electrical systems while using the electricity network of rooms let by AO shall require the written consent of AO.
- 6.3. The event agreement encompasses the thorough cleaning of the event rooms and the disposal of the waste usual for the event. AO shall charge separately for the disposal of any unusual waste in terms of its nature or its quantity. The same shall apply to exceptional dirtying of the event room.
- 6.4. In the case of musical performances, the customer must guarantee the protection of the relevant proprietary rights (GEMA = German performance rights organization).

## 7. Remuneration and Payment Conditions

- 7.1. AO reserves the right to request 50% of the contract amount as a deposit with the acceptance by the customer of the offer. If AO avails itself of this right and this deposit has not been received 14 days after the receipt of a relevant request to the customer, however, no later than 14 days prior to the event, AO shall be entitled to rescind the contract. The date and the name of the event are to be given on the payment instruction.

- 7.2. Billing abroad shall only be possible after prior agreement with AO.

- 7.3. The (final) invoice will be issued by AO subsequent to the event. The invoice shall be signed on-site by a person authorised by the customer. The invoice amount is due for payment immediately and without deductions within 14 days after receipt of the invoice.

## 8. Liability

- 8.1. The customer is liable for all damage to objects in the possession of AO or which have been introduced by AO and which has been caused culpably by participants at or visitors to the event, employees or other third parties from the customer's area or the customer himself, herself or itself.

- 8.2. AO is liable for damage to the customer through breaches of duty to legal assets other than life, limb or health only in the event of these being caused as a result of gross negligence or intent. If the damage arises through a breach of material contractual obligations, AO shall also be liable in the case of simple negligence.

## 9. Final Provisions

- 9.1. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).
- 9.2. If the customer is a merchant within the meaning of the German Commercial Code [*Handelsgesetzbuch*], a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. Furthermore, AO is entitled to bring an action before the court which has jurisdiction at the registered office of the customer.
- 9.3. Unless otherwise provided, amounts stated in these general terms and conditions of business are subject to value added tax at the applicable rate.
- 9.4. The customer may only set off against AO's claims or assert a right of retention with counterclaims that are undisputed or determined to be legally valid.
- 9.5. Should individual provisions of these terms and conditions be or become invalid or unenforceable, the contract as a whole and the other provisions of these terms and conditions shall remain valid.
- 9.6. The contractual parties shall replace the invalid/unenforceable provision from the start of the invalidity/unenforceability by an equivalent provision which is as close as possible economically having regard to the interests of both parties. The same shall apply to any gaps.