

General Terms and Conditions of Arena One GmbH for the Restaurant Olympiasee

Version: July, 2012

1. Scope of application

These General Terms and Conditions apply for products and services by Arena One GmbH ("AO") for events in the Olympiasee restaurant. We hereby object to opposing terms or additional terms of the customer's. They only apply if AO has declared its agreement with the terms or parts thereof expressly in writing.

2. Realization of agreements and contents

2.1. An event is present if dishes or sequences of dishes have been ordered and determined in advance and if no selection is made in the restaurant, if other special products and services are employed or if a reservation comprises more than nine persons.

2.2. If an event comprises more than 100 persons, the restaurant is automatically booked exclusively for the event. Rental of the premises and a guaranty of sales are agreed individually for an exclusive booking.

In this case, the customer guarantees the agreed sales by ordering foods and beverages. These amounts represent minimum sales. Point 3, in particular, is not affected by the foregoing. AO is entitled to bill for the difference between actual lower sales and the agreed sales as additional rent for the premises.

The rent for the premises includes provision of the premises and the furniture which is present.

2.3. The agreement on events is concluded by the customer signing and returning AO's event agreement. AO is bound by the offer which has not been signed until the deadline specified therein has expired. Changes by the customer require AO's express approval. Oral side agreements or subsequent amendments/supplements to an agreement are only binding if AO confirms them in writing.

2.4. If the customer is an agent or organizer of a third party ("principal"), both assume joint and several liability for performance of the obligations arising from the agreement. With its signature under AO's offer, the agent/organizer declares that it has been authorized to sign by its principal. Initially, the agent/organizer is AO's contracting party and customer and, accordingly, the recipient of the bill.

3. Scope of performance and changes of performance

3.1. The scope of performance indicated by the customer and confirmed by signature in the offer by the customer serves as the basis for billing. Increases in the scope of performance and the beverage sales will be billed according to the actual amount on the basis of AO's standard price list.

AO reserves the right to change the composition of the menu in case parts of the menu must be replaced by other equivalent foods or beverages for reasons that AO is not responsible for. AO will try to inform the customer in due time and will ensure that the substitute product comes as close as possible to a reasonable extent to the character of the product being substituted.

3.2. If the customer reports a reduction of the number of persons later than 48 hours before the date and time booked, AO is entitled to demand the total agreed counter-performance.

3.3. If the number of persons is increased subsequently, the customer is obligated to report this to AO in writing immediately. The increase is only effective if it is confirmed by AO. The remuneration and billing will then be based on the increased number of persons.

3.4. The standard opening hours form part of the scope of performance. These are from 11:00 to 21:00 (11:00 AM to 9:00 PM) daily.

3.5. A change in opening hours is generally possible and must be agreed with AO beforehand. If events extend beyond the normal opening hours, AO will charge a service charge per employee on the basis of the following amounts of the employees required in each case.

- Service manager: € 35
- Waiter/waitress: € 30
- Cook: € 30

4. Withdrawal

4.1. The customer is entitled to withdraw from the agreement. The withdrawal must be declared in writing. If the customer declares withdrawal

- from an event with less than 20 persons sooner than 3 working days before the agreed date, there will be no charge;
- from an event with more than 20 persons sooner than 5 working days before the agreed date, there will be no charge;
- from an exclusive booking sooner than 30 calendar days before the agreed date, there will be no charge.

Withdrawals declared outside of these deadlines entitle AO to charge the customer the full price, unless AO's damage is lower and the customer furnishes proof. If no counter-performance has been agreed yet, the cheapest menu per person which is valid at this time will be assumed as the minimum damage; in the event of an exclusive booking, at least 100 will be assumed as the number of persons insofar as there is no other information available from the customer.

4.2. Without prejudice to the foregoing provision, AO can bill the customer for goods, materials and personnel services which were procured specifically for the respective event and which AO cannot employ otherwise.

4.3. If the customer does not exercise its right to withdraw from the agreement, the agreement will stay in effect with the consequence that the customer must pay the full price, even if it does not make use of the deliveries and products and services which have been ordered. The price also includes a reasonable compensation for lost sales of foods and beverages.

4.4. AO is also entitled to withdraw from the agreement for an objectively justified reason, for example, if force majeure, labor disputes (lockouts and strikes), as a result of which a delay in performance does not merely occur, or circumstances for which AO is not responsible render perfor-

mance of the agreement impossible or unreasonably difficult. The customer has no claim to compensation for damages in the event of a justified withdrawal.

5. Defects

Complaints by the customer due to defects or deviations in amount of the facilities made available by AO must be communicated to AO without delay. If the complaint is delayed, AO's performance of the agreement shall be deemed approved. In the event of defects of the facilities made available by AO, AO will repair the affected objects or have a replacement delivered at its own discretion, with multiple attempts at repair being permitted. If the repairs are not carried out within a reasonable period of time or if the replacement delivery is defective, the customer can request a decrease in the remuneration and, if the event is impaired significantly, withdraw from the agreement. Statutory provisions apply otherwise.

6. The customer's duties

- 6.1. The customer may only bring in foods and beverages and other products and services, which normally form part of the restaurant's scope of products and services, after a separate written agreement has been signed. AO can make its consent dependent on a reasonable contribution by the customer to cover the overhead costs.
- 6.2. If the customer provides decorations in agreement with AO, the decoration materials it uses must meet the requirements of the fire and police authorities. AO is entitled to request official proof.
- 6.3. Before hanging objects up or putting them up, this must be agreed with AO in order to prevent damage.
- 6.4. If the customer wishes to use its own electrical systems and to use the power supply of the premises rented out by AO, it must obtain written permission from AO.
- 6.5. The event agreement comprises basic cleaning of the event premises and disposal of typical waste from the event. Disposal of waste which is atypical in terms of type or amount will be billed for separately by AO. The same applies for atypical soiling of the event premises.
- 6.6. In the event of musical performances, the customer must ensure compliance with the relevant copyrights (GEMA).

7. Remuneration and terms of payment

- 7.1. AO reserves the right to demand 50 % of the contractual sum as advance payment when the customer accepts its offer. If AO makes use of this right and if such advance payment has not been received 14 days after a corresponding request addressed to the customer, but no later than 14 days prior to the event, AO is entitled to withdraw from the agreement and to assert compensation for damages due to non-fulfillment. The date and name of the event must be indicated when the payment order is made.
- 7.2. A bill can only be made out to a recipient abroad after prior agreement with AO.
- 7.3. AO will make out the (final) bill after the event. The invoice must be signed on site by a person representing the customer who is entitled to sign. The invoice is payable immediately and due for payment with no deduction within 14 days after receipt of the invoice.

8. Liability

- 8.1. The customer is liable for all damages to objects which belong to AO or were brought in by AO and which were caused culpably by participants or visitors at the event, employees or other third parties associated with the customer or by the customer itself.

- 8.2. AO is only liable for damages at the customer's as a result of violations of duties related to legal rights other than life, body or health if these were caused as a result of gross negligence or intent. If damages occur as a result of a violation of essential contractual obligations, AO is also liable in case of simple negligence.

9. Final provisions

- 9.1. German law applies, excluding the United Nations convention on agreements on the international sale of goods dated 11 April 1980 (CISG).
- 9.2. Munich is the exclusive seat of jurisdiction for all disputes arising indirectly or directly from the contractual relationship insofar as the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity or a special fund under public law. Beyond that, AO is entitled to file suit in a court with competence at the customer's seat of business.
- 9.3. Sums mentioned in these General Terms and Conditions with no deviating information are exclusive the respective valid value-added tax.
- 9.4. The customer can only offset AO's receivables with counterclaims which are undisputed or legally recognized or assert a right of retention in this respect.
- 9.5. In the event that individual provisions of these terms are invalid or unenforceable, or become so, the agreement as a whole and the other provisions of these terms will remain effective.
- 9.6. The contracting parties are obligated to replace the invalid/unenforceable provision by a provision which is as equivalent as possible economically while taking the interests of both parties into account as of the beginning of the invalidity/unenforceability. The same applies for loopholes.