

TERMS AND CONDITIONS

Global Bright Media GmbH (GBM) TERMS AND CONDITIONS for contracts and agreements related to the hiring of audio-visual equipment and technology and related services and support.

GENERAL

1.1 Only our general terms and conditions of business apply. We do not acknowledge or recognise the Hirer's terms of business. GBM shall provide and the Hirer shall engage and accept the services of GBM subject to the provisions of these terms which shall apply to the exclusion of all other terms and conditions.

1.2 Our terms and conditions also apply to all future business transactions made with the Hirer.

1.3 Audio-visual technology – hereafter referred to as Equipment – includes video walls, television and plasma screens, video players, cameras, cables, sound systems, as well as all other Equipment required to deploy audio-visual technology.

2. CONCLUSION OF THE CONTRACT / CONTRACT CONTENT

2.1 Our quotes are subject to change. Quotes referred to as 'cost estimates', 'rough calculations', 'cost drafts' are not binding.

2.2 The contract is deemed final when a written "acceptance of order" is issued by GBM.

2.3 Should quotes be prepared, based on specifications from the Hirer or documentation made available by the Hirer, GBM is not liable for errors in the documentation, unless gross negligence is established.

2.4 Our specifications relating to rental property and its deployment (size, weight, bearing load, construction, illustrations in catalogues and brochures) serve purely descriptive purposes and are not final or binding. Unless otherwise agreed, specifications are subject to change and to standard industry deviations and tolerances.

2.5 Cost estimates, quotes, drawings and any other documentation is under GBM copyright and shall not be made available to third parties.

2.6 Specifications in cost estimates and brochures are, to a reasonable degree, subject to change, for purposes of improvement or enhancement.

3. PRICES

3.1 The prices detailed in a Quote are only valid when the contract is executed in full as quoted, and not in part.

3.2 All prices exclude VAT.

3.3 Services not covered by the Quote, which are executed following request from the Hirer, will be invoiced based on currently valid GBM rates. The same applies to additional costs incurred due to incorrect briefing information, insufficient preparation on the part of the Hirer, delays in transportation through no fault on the part of GBM, or due to incorrect or delayed services by third parties, as long as these are not sub-contracted by GBM.

3.4 More than one Hirer are liable together as joint debtors.

4. RISK AND SECURITY

4.1 During transportation of the Equipment, if arranged by the Hirer and not GBM, the Equipment shall be at the risk of the Hirer who shall indemnify GBM against all loss and damage (including consequential loss) GBM may incur. Claims from the insurance agreement shall be transferred to GBM by the time the contract between the Hirer and GBM is finalised.

4.2 The Hirer shall make all reasonable security arrangements to protect the Equipment whilst located at the Venue against theft or vandalism.

4.3 Should, for safety/security reasons, the Equipment not be set up at the position intended by the Hirer, the Equipment will be set up at another position deemed more safe/secure, in agreement with the Hirer.

5. HIRER'S OBLIGATIONS

5.1 The Hirer shall guarantee that technical staff from GBM has access to the Venue at such times as GBM may reasonably require discharging its obligations hereunder.

5.2 the Hirer shall make available at the Venue such facilities as GBM may reasonably require in order to perform its obligations, even if specifics are not clearly defined at the contract closing.

5.3 The Hirer shall provide free of charge a 10m cable and an uninterrupted power supply to a switch box located no further than 10m from the operating position of each screen forming part of the Equipment. Further electric cables, as required, as well as power will be supplied at no cost to GBM by the Hirer.

5.4 The Hirer shall take all reasonable precautions to protect the health and safety of GBM employees, agents and subcontractors whilst at the Venue.

5.5 Should it not be possible to set up and deploy the Equipment for unforeseen reasons for which GBM is not responsible, or due to security issues as assessed by GBM, the Hirer shall nonetheless be responsible for covering the complete rental costs.

5.6 As far as the Hirer is responsible for setting up / building

scaffolding or other constructions, as required, he is responsible for guaranteeing their safety (TÜV certified approvals) and timely completion.

5.7 To enable the set-up of all events, the Hirer will ensure property availability (for standing components as well as vehicle access) at no cost, which enables the use of vehicles such as cranes and tow trucks.

5.8 The Hirer shall ensure that all necessary licences and permissions are obtained relating to the use, reception, presentation, transmission or other communication by GBM of live or pre-recorded material and to indemnify GBM against any claim that the use, reception, presentation, transmission or other communication of any such material infringes the copyright trade mark or without limitation other industrial or intellectual property rights of any third party and against all loss damages costs and expenses paid or incurred by GBM in connection with any such claim. The Hirer is advised to only supply GBM with copies of original material for transmission purposes.

5.9 Should the Hirer nonetheless provide GBM with original material, unless in the case of negligence or deliberate damage or loss, liability of GBM shall be limited to the cost of replacing blank material only.

5.10 If transportation of the Equipment is arranged by the Hirer, to comply with all applicable legislation or regulations governing the importation of the Equipment into the country of destination and its subsequent exportation and to pay all duties thereon.

5.11 The Hirer shall be responsible for acquiring all necessary approvals governed by public or private law (GEMA, private television rights, etc.) at the Hirer's costs.

5.12 The Hirer shall be responsible for sourcing all approvals and permits related to the use and deployment of hired Equipment or to the execution of the event(s) on time. As far as set up is executed by Global Bright Media GmbH, the client must be in the position to prove the availability of all permits. Global Bright Media GmbH will not in any way be liable for approval potential of the intended use of the Equipment by the client. The client is responsible for ensuring all valid safety directives, especially the Accident Prevention and Insurance directives according to the guidelines of the Austrian Electrical Engineers Committee (VÖE). Except with the specific consent from GBM in writing, the Hirer will not permit the Equipment to be operated other than by GBM personnel.

5.13 The rental price includes costs and fees for all points listed in the Hiring Contract. Additional costs and fees (for instance, authorities, insurance, securing access or positions for the Equipment, tow trucks, blockades, surveillance, etc.), which arise in the context of the event, will be the responsibility of the Hirer. GBM reserves the right to invoice the client for any additional costs which may arise and which are not under GBM control.

6. CONTRACT TERMINATION

6.1 The Hiring Contract cannot be duly cancelled by the Hirer.

6.2 The Hiring Contract can only be annulled with GBM's written agreement. In such a case, the Hirer is responsible for covering GBM's lost revenue as well as costs (including costs incurred for personnel, transport, material, etc.), damages, charges and outlays accrued due to contract annulment.

6.3 The contract can be cancelled without notice by GBM in the case of:

- the Hirer becoming subject to an administration order, or bankrupt
- the Hirer going into liquidation or intending to liquidate
- the Hirer not making a payment, as specified in the contract, 10 days following its due date

6.4 In the case of cancellation without notice, GBM may claim the value of all services performed through to the end of the contract as well as 30% of the value of services not yet performed.

In the case of cancellation without notice 14 days after event begin, GBM may claim value of all services performed through to the end of the contract as well as 50% of the value of services not yet performed, unless the Hirer can prove that no or a lower damage has resulted.

GBM retains the right to claim for higher, proven damages.

7. LIABILITY

7.1 GBM shall only be liable for execution that is up to standard and timely, when the Hirer has duly fulfilled his contractual duties, especially those pertaining to payment as due.

7.2 GBM shall not be liable to the Hirer for any delay or failure in performing any of its obligations, due to any cause beyond GBM's responsibility or control, or due to an act of God or trade disputes (e.g. a strike).

7.3 GBM is authorised to, in the name of and on behalf of the Hirer, to subcontract services from third parties. GBM shall not be liable for poor delivery of these third-party services, as long as gross negligence in the selection and supervision of subcontracted services is not established.

7.4 As long as no other agreement has been made, GBM will not be liable for the Hirer's property, as long as gross negligence or intent to damage or destroy this property on the part of GBM are not established.

7.5 GBM liability for damage of any kind, including those not directly related to the contractual subject matter, arising for instance from delay, default, impossibility to perform the service, positive infringement, fault and non-permitted handling, will be limited pursuant to the following stipulations:

GBM is not liable

- in the case of simple negligence of its legal entities, legal representatives, employees or other assistants;
- in the case of gross negligence of its non-managing employees or other assistants as long as the violation of fundamental contractual duties is not the case. Fundamental contractual duties are those which address the implementation of timely and contractually correct services such as consulting, protection and proper care duties, which enable the implementation of GBM services for the Hirer, or the protection of life

and limb of the Hirer's personnel or third parties, or the protection of the Hirer's property from considerable damage.

7.6 As far as GBM, according to the last paragraph, is liable for damage on its own merits, this liability is limited to damages which GBM, at the point of contract conclusion, could have foreseen as a possible result of contract violation, or which GBM should have been aware of, or which should have normally been foreseen. Indirect damage and consequential damage, which may be deemed to result from poor service on the part of GBM, can only be addressed to the extent that such damage usually is.

In the case of damages due to simple negligence, GBM's liability to pay damages and personal injury shall be limited to an amount of Euro 10,000,000 per claim (depending on the liability insurance coverage at the time), even if violation of contractual duties is the case. Should the Hirer wish for higher insurance coverage, he shall be responsible for purchasing additional coverage. GBM points out to the Hirer that insurance policies which GBM concludes in the context of the contract, include deductibles for individual positions. These deductibles will be invoiced in the case of damage claims.

7.7 The preceding limitations on liability are also valid, and to the same extent, for GBM's legal entities, legal representatives, employees or other assistants or subcontractors.

7.8 As far as GBM provides technical information or is active in a consulting capacity, and the information or consulting provided does directly belong to the agreed upon service areas defined in the contractual agreement, this is done free of charge and without any liability.

7.9 With the exception of damages to property or personal injuries, GBM shall only be liable to the extent that the Hirer delivers a notice to GBM within six months of the date on which a service was provided or should have been provided or equipment was made available or should have been made available, setting forth all facts supporting a claim with a reasonable level of detail.

7.10 If no other agreement has been met, it is the Hirer's sole responsibility to have all rented equipment insured for the complete duration of its occupancy (loss, theft, damage as well as third party liability). This includes act of negligence, improper usage, third party wilful intent, fire, short-circuit, excess voltage, induction, lightning, explosion, implosion, distinguishing, tearing down, clearing out or loss during these events. In addition water damage, damage due to liquid or dampness, flooding, burglary, theft, robbery, plunder, sabotage, vandalism, force major, fire, tap-water, hail and storm. Proof of such insurance is to be given to Global Bright Media GbmH upon demand. Any arranged excess agreed between the Hirer and his chosen insurance company shall not be transferred in any way or manor to Global Bright Media GmbH.

7.11 Claims for damages remain in accordance to the product liability act.

8. GUARANTEES

8.1 GBM shall have no liability to the Hirer in respect of lost transmission time (however occasioned) amounting to 10% or less of the total planned transmission time for that screen on any one day. The Contract shall not be reduced due to a loss of transmission time amounting to 10% or less of the total planned transmission time.

8.2 If in the event of breakdown wholly attributable to GBM equipment or personnel, any screen is unable to transmit for up to agreed upon 90% in aggregate of the total planned transmission time on any one day, GBM shall make a refund to the Hirer of an amount representing the lost transmission time calculated as a rateable proportion of the total Hire Charge (excluding transportation and daily allowance costs).

If a number of events default on the part of GBM in the performance of its obligations hereunder give rise to substantially the same loss, the Hirer shall not be entitled to claim for more than its actual loss, as long as gross negligence or intent are not established.

9. PAYMENT TERMS

9.1 The Hirer shall pay agreed hiring charge or the predetermined rates including VAT on the contractually agreed dates. If no payment date is defined in the contract, 50% of the complete amount shall be paid at the latest 30 days prior the start of the event, and the remaining 50% shall be secured via a bank guarantee, and paid immediately following the event. The bank guarantee shall be made available to GBM, unsolicited, 30 days prior to the beginning of the event.

9.2 If the Hirer does not pay the agreed amounts by the defined date, or if the bank guarantee is not made available, GBM reserves the following rights:

- without forfeit to not (further) execute the event(s) and, following a time extension, to withdraw from the contract, and to claim for damages due to default
- to invoice services already executed at applicable rates
- to charge interest on late payments of 5% over the basic yearly interest rate (according to the European Central Bank)

9.3 GBM reserves the right to claim guarantees for the remaining open charges.

9.4 GBM reserves the right to increase the hire charge at any point in time prior to performing services with explanation, to cover cost increases due to factors beyond GBM control or due to changes or delays caused by the Hirer.

10. OFFSET TO CLAIMS AND CLAIM ASSIGNMENT

10.1 The Hirer can make charges only in the case of undisputable or legally binding counter claims.

10.2 The Hirer's rights in the context of this contractual relationship can only be transferred with the GBM's prior agreement.

11. PLACE OF FULFILMENT AND JURISDICTION; APPLICABLE LAW

11.1 Vienna is the place of fulfilment and jurisdiction for all disputes between the parties relating to the contractual relationship, as long as the Hirer is a registered trader, a juridical person of public law or a

special property governed by public law.

11.2 This contractual agreement shall be governed by the laws of Austria.

12. Invalid or Unenforceable Provisions

Should a provision or part of this contract be, become or be held invalid or unenforceable, the existence and the remainder of the contract shall not be affected thereby. The part or provision being, becoming or being held invalid or unenforceable shall be replaced by a valid and enforceable provision or provisions with the same or similar economic effect.