

# General Terms and Conditions of FC Schalke 04 Arena Management GmbH for Arena Catering Services

## 1. General information

These Terms and Conditions apply to all services provided by FC Schalke 04 Arena Management GmbH (hereinafter "supplier"), in particular the provision of banquet, conference, catering and other rooms in the VELTINS-Arena, services within these rooms and deliveries from the VELTINS-Arena. Only these terms and conditions are part of the contract; any terms and conditions of the client are not recognised.

## 2. Prices and flat rate agreements

Prices and price quotations are stated in net and in EURO without express designation and value added tax. If minimum sales or lump-sum prices with number of persons (e.g. for 500 persons at the lump-sum price of .....€ ) have been agreed with the customer and if the minimum sales or the number of persons is not reached, the supplier can demand 60% of the difference as lost profit unless the customer proves a lower profit or the supplier a higher lost profit. Availability, misprints and other errors are reserved.

## 3. Use of the rooms

Any subletting or subletting of rooms requires the written consent of the supplier. Areas outside the rented premises may only be used by the client with explicit written consent. The bringing along and consumption of food and beverages is not permitted. In exceptional cases agreed in writing (e.g. trade shows), a service fee or a cork fee of an appropriate amount must be paid.

## 4. Withdrawal - Cancellation

In the event of a withdrawal, failure or cancellation of a concluded contractual relationship, the following withdrawal lump sums shall apply depending on the volume of sales or the agreed remuneration. If the agreed services are cancelled - irrespective of the reason - up to 30 days before the event, the supplier reserves the right to claim compensation amounting to 10% of the remuneration.

25% up to 14 days prior to the event, provided the supplier receives the notice of cancellation at least 14 calendar days prior to the reservation date. 50% up to 7 days prior to the event, provided the supplier receives the notice of cancellation at least 7 calendar days prior to the reservation date. 75% up to 3 days prior to the event, provided that the declaration of withdrawal is received by the supplier at least 3 calendar days prior to the reservation date. 100% of the remuneration thereafter or in the event of failure plus any costs incurred through the commissioning of third parties.

## 5. Borrowed property

Crockery, cutlery, glasses, tables, chairs, etc. remain the property of the supplier irrespective of whether they are made available free of charge or against payment. All objects are to be returned to the supplier immediately after termination of the agreed use. The client shall be liable for losses or damage up to the cost price of the supplier; this shall not apply if the supplier is responsible for the loss or damage.

## 6. Decorative material and advertising material

The installation, setting up and exhibiting of decorative material, advertising material etc. requires the written consent of the supplier. These materials and other objects brought in by the client must comply with local fire regulations and other regulations. Otherwise the stadium regulations of the VELTINS-Arena apply. Upon expiry of the agreed period of use, all materials and objects brought in by the client and its vicarious agents shall be completely removed from the premises by the client.

## 7. Permits and other public law requirements

The client must obtain the official permits required for an event in good time and at his own expense. He is responsible for the compliance with public law requirements and other regulations. He must pay directly to the creditor any fees for events payable to third parties, in particular GEMA fees or taxes. A report to GEMA can be made independently of this by the supplier.

## 8. Parking spaces

The provision of parking spaces by the supplier shall not constitute a safekeeping relationship - irrespective of whether the provision is made against payment. In particular, the supplier shall have no obligation to monitor.

## 9. Information obligations of the contracting authority

The client undertakes to inform the supplier immediately and unsolicited in case he has knowledge that the provision of services and/or the event, be it due to its political, religious or other characteristics, may arouse public interest or impair the interests of the supplier, the VELTINS-Arena, or FC Gelsenkirchen-Schalke 04 e.V.. Newspaper advertisements, other advertising measures or publications related to the above and/or containing invitations to job interviews or sales events require the prior written consent of the supplier.

## 10. Right of withdrawal of the supplier

10.1 If the client violates his obligations according to Clause 9 or if the performance of the services/event, without this being apparent to the supplier at the time the contract was concluded, can lead to material or immaterial damage, the supplier shall be entitled to withdraw from this contract within 10 calendar days of becoming aware of the imminent danger. If the reason for withdrawal is attributable to the client, the client shall be required to pay damages to the supplier.

10.2 In the event of force majeure (fire, strike, etc.) or other hindrances for which the supplier is not responsible, in particular those outside the sphere of influence of the supplier (e.g. setting up of the game or postponement by DFL, DFB, UEFA, etc.), the supplier is entitled to withdraw from the contract without the client being entitled to claim damages or reimbursement of expenses; any advance payments are to be refunded by the supplier.

10.3 The client is aware that FC Gelsenkirchen-Schalke 04 e.V. is playing its home matches in the VELTINS-Arena. If, after the conclusion of the contract, the responsible association or institution sets up a match which collides with the agreed date of use of the premises, the supplier is entitled to withdraw from the contractual relationship, as the premises are not available to him in this case. The supplier is required to inform the client immediately about the non-availability and to reimburse any services already rendered by the client without delay.

## 11. Liability

The liability of the supplier, his legal representatives and vicarious agents for damages resulting from injury to life, body or health as well as the liability according to the Product Liability Act and the liability due to fraudulent intent or the assumption of a guarantee of quality, is not limited by these General Terms and Conditions. In addition, the liability of the supplier for damages based on an intentional or grossly negligent breach of duty by the supplier, his legal representatives or vicarious agents is not limited by these General Terms and Conditions. In the absence of any of the above cases, the supplier's liability for damages arising from the breach of an obligation which is essential for achieving the purpose of the contract, the fulfilment

of which is essential for the proper performance of the contract on which the client relies on and may rely on (essential contractual obligation), shall be limited to the foreseeable damages, typical of the contract. Otherwise the liability of the supplier is excluded. Insofar as the liability of the client is limited in accordance with the above provisions, this shall also apply to any liability of the supplier's vicarious agents and legal representatives.

#### 12. Offsetting and retention

Offsetting and retention shall only be permissible for the customer in case of undisputed or legally established counterclaims.

#### 13. Invoice settlement:

The invoices are due for payment without deduction within 7 calendar days of receipt. For orders with a total value of more than 3,000.00 €, the supplier may demand an appropriate advance payment. For orders with a total value of less than 500.00 €, the supplier may demand cash payment after performance, delivery or collection.

#### 14. Other

Agreements which amend and/or supplement these Terms and Conditions must be made in writing. In the event of the invalidity of individual contractual provisions, the validity of the remaining contractual provisions shall remain unaffected. In place of the ineffective contractual provisions, the contracting parties undertake to replace these immediately by way of a supplementary agreement with an agreement that comes closest to the intended.

#### 15. Place of jurisdiction and applicable law

If the customer is a businessman or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Gelsenkirchen. German law applies.

Date: November 2018

This "General Terms and Conditions" exists in a German and an English version. This English version is for translation purposes only and is not legally binding. Solely decisive is the German version.