

## AGB / General Business Terms and Conditions

### I. general terms

- a. The following Terms and Conditions constitute part of the agreement and supplement any written arrangements made.
- b. The Service Contract is defined by these AGBs (general terms and conditions), the written Order, a Confirmation of that Order/Contract, and the written Description of the Services to be delivered. Any services, particularly additional requirements, afterthoughts or extensions to services have to be agreed in writing and will become part of the contract as soon as confirmed by the client.
- c. Other AGBs (General Business Terms and Conditions) are not valid and will not apply. Except for certain special conditions of venues, where the terms of use apply to the customer and are forwarded by imperial connection gmbh (These conditions normally govern the use of the rooms, the conditions for equipment brought along, and other details specified in these documents.)
- d. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to its meaning and purpose.
- e. Other employees of the agent are not empowered to make verbal arrangements, nor to offer written assurances, that exceed the written Agreement signed by the Project Manager.
- f. The Jurisdiction of the Republic of Austria applies exclusively to these Terms and Conditions, and excludes the U.N. Rights of Purchase.
- g. Ancillary agreements, reservations, amendments and supplements to these terms and conditions and other contracts with imperial connection gmbh must be made in writing to be valid.
- h. Offers are always subject to change and non-binding, unless they are expressly designated as binding
- i. The contract is concluded upon acceptance of the order by imperial connection gmbh. Acceptance must be in writing (e.g. by signing a booking confirmation/the price sheet/contract).

### II. Obligations of imperial connection gmbh

The Agent, under the terms of best business practices, commits to:

- a. Conscientiously Plan and effect the Project and advise the Contractor.
- b. Select and oversee the Sub-Contractors.
- c. Oversee and ensure the realisation of the planned project in highest standards and with

### III. Obligations of cooperation

- a. Imperial connection gmbh's obligation to perform its services shall commence at the earliest when the customer has fulfilled all prerequisites for performance, which may be specified in the contract or in information provided to the customer prior to conclusion of the contract, or which the customer should have been aware of based on their knowledge or experience.
- b. The scope of the services to be provided is determined by the customer's order or the service description or the information in the contract with the customer. Subsequent changes to the content of the services must be made in writing.
- c. Imperial connection gmbh is entitled to sub-contract services to other service providers. These will be used solely to service the obligations of imperial connection with respect to the client, and does not require imperial connection gmbh to disclose any details of arrangements between him and the sub-contractor.
- d. The customer shall immediately provide all information and documents necessary for the provision of the service. The customer shall inform imperial connection gmbh of all circumstances relevant to the execution of the order, even if these circumstances only become known during the execution of the order. The customer shall bear the costs incurred if work has to be repeated or delayed as a result of incorrect, incomplete or subsequently changed information provided by the customer.
- e. The customer is also obliged to check the documents provided for the execution of the order for any existing rights of third parties (e.g. copyrights). In particular, the customer guarantees the legal admissibility of the use of the documents provided by them
- f. Time Limits, Delays and their consequences: Delivery or implementation deadlines shall only apply if the customer has provided imperial connection gmbh with all necessary materials in usable form and information within the period specified in the contract. imperial connection gmbh shall endeavour to meet the agreed deadlines. If the agreed deadlines are not met, a reasonable period of time must be granted to remedy the problem after written notification of these defects.
- g. Consequences of delays on the part of the customer: If the customer misses an agreed delivery date to imperial connection gmbh, the latter cannot be held responsible for any delays to the project caused by this. imperial connection gmbh is not obliged to remind the customer of the agreed schedule. If delays on the part of the customer in the delivery of materials or decisions result in additional costs, e.g. due to the need to work on Sundays or public holidays or in shifts, due to cancellations of reservations or due to an increase or decrease in personnel requirements, these costs will be charged to the customer. However, imperial connection gmbh will endeavour to keep these costs as low as possible.

### IV. alterations of services

Within the course of a Contract, it can sometimes be necessary to alter or modify the aspects of the Contract or Service, e.g. Location, Time or performance of the Project. In agreement with the client, the agent will be advised to plan and process these alterations. The Agent will affect these alterations providing they remain within the Outlines described in the original Contract. Should these alterations extend beyond the original contractual outlines, the Agent would have claim on reimbursement of the extra costs occasioned.

### V. rights of intellectual property and utilisation

- a. Project concepts, event ideas, plans, sketches, cost estimates and all other documents and materials created, provided or contributed by imperial connection gmbh remain the intellectual property of imperial connection gmbh
- b. the use of such documents outside the scope of the agreement and intended use, in particular the transfer, reproduction, publication and 'making available' – including excerpts – requires the express written confirmation of imperial connection gmbh
- c. The customer further undertakes to maintain confidentiality regarding any trade and business secrets that may have come to their knowledge as a result of the business relationship
- d. The Agent is permitted to use the client as reference for all information, products or services in whichever form he deems necessary, without the Contractor having any claims to remuneration. Besides this ruling, the rights of Intellectual Property of the Austrian Jurisdiction apply.

### VI. terms of payment

- a. Unless otherwise agreed, imperial connection gmbh shall be entitled to claim payment for each individual service as soon as it has been rendered. imperial connection gmbh is also entitled to demand advance payments to cover its expenses as follows (if not otherwise agreed/stated in the contract/booking confirmation):
  - 15% of the estimated total amount after order confirmation,
  - 40% of the estimated total amount 3 months before the service is provided,
  - 40% of the estimated total amount 1 month before the service is provided,
  - 5% respectively the remaining/final outstanding amount immediately upon receipt of the invoice
- b. For projects/groups with a total turnover of less than EUR 20,000, imperial connection gmbh will charge a project management fee of Euro 500,00 per day for the planning, execution and assistance during the stay. For projects/events with a total turnover of less than EUR 10,000, imperial connection is entitled to charge a management fee of 5%
- c. Services added onsite, which are not included in the confirmed service or onsite cash expenses, will be added to the final invoice and imperial connection gmbh will add a handling fee of 15%

- d. In the event of payment delays, default interest of 12% above the base rate plus a processing fee of Euro 40,00 shall be charged. Furthermore, in the event of late payment, the customer undertakes to reimburse imperial connection for any reminder and collection costs incurred, insofar as these are necessary for appropriate legal action. Imperial connection gmbh hereby expressly reserves the right to claim further damages for late payment.
- e. If the payment deadline is exceeded, any concessions granted, such as discounts, rebates, etc., shall lapse and be added to the invoice.
- f. The customer is not entitled to offset its own claims against claims of imperial connection gmbh. The customer's right of retention is excluded

## VII. Termination of contract / Reduction

- Reductions/Cancellations of orders must be made in writing. The date of receipt by imperial connection gmbh shall be decisive for the timeliness of the cancellation. In the event of receipt of a cancellation, the following cancellation and reduction costs will be charged (unless otherwise agreed in a written contract/booking confirmation):
  - Up to 3 months before the event:
    - o Reduction: 25% of the est. total amount free of charge, thereafter 25% cancellation fee of the total costs
    - o Cancellation: 25% of the total costs
  - Up to 2 months before the event:
    - o Reduction: 15% of the est. total amount free of charge, thereafter 45% cancellation fee of the total costs
    - o Cancellation: 50% of the total costs
  - Up to 1 month before the event:
    - o Reduction: 10% of the est. total amount free of charge, thereafter 50% cancellation fee of the total costs
    - o Cancellation: 60% of the total costs
  - Up to 1 week before the event:
    - o Reduction: 5% of the est. total amount free of charge, thereafter 90% cancellation fee of the total costs
    - o Cancellation: 90% of the total costs
  - Less than 1 week before the event: No refund, 100% cancellation fee
- The right to compensation for further damages remains unaffected.

## Acts of God

imperial connection gmbh and the client have the right to cancel the Contract if any acts of God occur, that were not apparent at the time of signing the Contract, that makes the implementation of the Contract appreciably more difficult, dangerous or impossible. In this event, imperial connection gmbh can charge for work already performed, and apply a reasonable charge for the loss of the remaining work in the Contract.

## VIII. Warranty

- a. The warranty is governed by the statutory provisions. In the event of justified complaints, the customer is primarily only entitled to have imperial connection gmbh remedy or replace the service, for which a reasonable period of time must be granted. Imperial connection is entitled to refuse to improve the service if this is impossible or involves disproportionately high costs for imperial connection gmbh.
- b. Minor changes or other changes to the service obligation that are reasonable for the customer are deemed to have been approved in advance.
- c. Any defects that occur must be reported immediately to the project manager to give imperial connection the possibility of finding an amicable solution/sort it in a satisfactory and reasonable way. If this is not possible, it needs to be reported in writing to imperial connection gmbh within 2 days of performance at the latest, stating the reasons.
- d. Service shortcomings of imperial connection gmbh will be fulfilled and corrected, when possible, within a warranty period of 6 months of any claim made by the client. These shortcomings will be dispensed with either corrections or replacement, to be decided by imperial connection gmbh. If these corrections do not resolve the problem, the client can request a reduction of the contract costs, or a cancellation of the contract, in this order. By minimal breaches of contract or minor service claims, the client is not entitled to cancellation of Contract.
- e. If the notice of defects is not raised properly and in a timely manner, the service shall be deemed to have been properly accepted and approved, unless the defect was not apparent during inspection within the aforementioned period. Such defects must be reported immediately after discovery, otherwise the service shall also be deemed to have been approved in view of this defect. In such cases, the assertion of warranty or damage claims as well as the right to contest on the grounds of error due to defects shall be excluded
- f. imperial connection gmbh shall only be liable for damages in all relevant matters in cases of intent or gross negligence. Liability shall expire within 6 months of becoming known.
- g. imperial connection gmbh's liability shall be limited to the order value excluding taxes.

## IX. Liability

- a. imperial connection gmbh shall only be liable for damage caused by intent or gross negligence, except for personal injury. Liability for slight negligence is excluded. Any liability is limited to typically foreseeable damages incurred by the customer and is limited in amount to the contractually agreed remuneration paid when due for the underlying services. In any case, no liability is assumed for lost profits, consequential damages, indirect and indirect damages. Any claim for damages can only be asserted in court within six months after the claimant has become aware of the damage, but no later than two years after the purchase of the goods, otherwise the claim shall become time-barred.
- b. imperial connection gmbh provides its services with the utmost care, but is not liable for services provided by or obtained from third parties.
- c. The liability of imperial connection is limited to damages that might normally be expected in Services of this type.
- d. Extent of liability: Otherwise, the Agent is only liable in cases of Intent or gross negligence on his part, or on the part of his representatives or employees. In cases of slight negligence, the Agent is only liable when the negligence seriously affects the Contractual Requirements (Contractual Duty)
- e. For the risks tied to the program booked by you (e.g., (but not limited to) weather, behaviour of third parties, disrespect of instructions of the supervisor, risk of injury due to sports, program changes caused by weather conditions, or the like) we cannot assume liability. Participation is at your own risk.
- f. In the event of bodily injury, health impairment or Death, accredited to imperial connection gmbh, the damages are limited to the Insurance settlements that imperial connection gmbh has taken out, to compensate such liabilities. The client is not entitled to any payments over and above these settlements from imperial connection gmbh. The limit of liability for other damages, resulting from slight negligence is 5% of Contract Costs, with a maximum of 25,000€.

## X. Closing Remarks

- j. All Contracts are made under Austrian Law. Any Legal action against imperial connection gmbh, resulting from Business transactions, must be taken in Austria, Wiener Neustadt
- k. Should any of these individual Terms or Conditions become invalid, or lose their validity by as yet unknown circumstances, the rest of the terms still apply. To replace the invalid term, the term that is nearest in meaning to that which the two parties had tried to achieve, will be used, providing that they had considered this point.
- l. The same applies to any omissions in the Terms and conditions.

Pfaffstätten, January 2026

However, Imperial Connection generally operates on the basis of fair partnership and will do everything in its power to work with its customers to ensure that every event is successful and free of disputes. Our goal is to resolve all problems/issues quickly, on a human/friendly basis and to the satisfaction of all parties.