

## General Terms & Conditions of the Hafenstudio GbR (applicable as from 01.09.2012)

Any lease of the studio rooms and technical devices, as well as services referring to this lease, shall only be rendered based on our general lease and business conditions below. Contrary terms and conditions of the lessee shall not apply. They are hereby expressly objected to. The terms and conditions are deemed agreed when the customer countersigns the offer or studio lease confirmation.

The prices stated for studio hire, for telephone charges, electricity and other consumption-related services will be invoiced at the end of the hiring period.

The applicable hiring prices are listed on the Internet under [www.hafenstudio.com](http://www.hafenstudio.com).

All prices are to be understood net plus the currently applicable rate of value added tax.

The hiring charge stated in the price list refers to a daily rental and includes a maximum hiring period from 9:00 to 19:00 hrs. In addition, an overtime surcharge amounting to 15% of the agreed daily hire will be charged per hour. The hiring fee will be charged per full day. If payments are not made within 14 days of the date of the invoice, Hafenstudio GbR may demand default interest (8 percentage points above the base interest rate) for the amount owed from the due date.

Any services or materials ordered from third parties by the lessee for Hafenstudio GbR (as service recipient) from third parties shall be subject to a handling costs surcharge of 10%.

Hafenstudio GbR reserves the right to reject such cost assumptions at short notice.

Equipment, catering, beverages and other services such as e.g. set construction, painting and decorating or assistance are not included in the studio hire and will be charged separately.

Any agreements that deviate from the price list must be confirmed in writing.

Definite bookings can be cancelled up to one week before the start of the hiring period. For cancellations after this time, the full hiring fee will be payable.

Any options granted will have priority until 7 days before the planned hiring period.

After this the Hafenstudio GbR can accept other bookings for these options.

The basis for calculation of the rent to be paid shall be our respective valid price list. It shall be an essential part of the terms and conditions.

The lessee shall insure the object of the lease against any risk for which he or third parties charged by him are liable according to these terms and conditions. This shall specifically apply for the liability risk towards all persons involved with the lease.

The lessee shall be liable for any damage incurred during the term of the lease, including accidental and transport damage, as well as for completeness and freeness from defects of the object of the lease. The lessee shall also be liable for personal injury and property damage that arises through him personally, his employees or visitors. The lessee shall indemnify Hafenstudio GbR against any liability for such damage towards third parties.

The risk for the object of the rent shall pass to the lessee upon provision. The transport and shipping risk shall be assumed by the lessee even if transport and shipping are performed by Hafenstudio GbR.

If the object of the rent must be repaired due to improper treatment, this shall be at the expense of lessee. This shall also apply for replacement of lost or destroyed components of the object of the rent. Liability for any direct and indirect damage caused by failure or interference of the rented devices or staff of Hafenstudio GbR is expressly excluded.

No liability is assumed for objects that are the property of the lessee and that are brought in or submitted to Hafenstudio GbR for custody, including wardrobe, instruments, technical equipment, etc.

Hafenstudio GbR shall not assume any liability if damage of any kind is incurred by the contracting partner or third parties due to interference or failure of individual components of the object of the rent or the object of the rent in total.

If Hafenstudio GbR is unable to render the contractually agreed service or unable to render it in full due to the effects of force majeure, natural disaster, operating interferences, riot, lockout, strike, justified exceeding of deadlines by other lessees, interruptions or fluctuations of power supply, machine or device damage or comparable causes – independently of the originator –, the lessee generally shall not be due rescission of the contract or retention of his payments.

The registration with and payment of fees to the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA) and the Künstlersozialkasse as required for the event shall be performed by and at the expense of the organiser. The organiser shall also be obliged to pay the entertainment tax if it arises. The organiser shall document to the lessor both registration with and payment of the fees to GEMA and payment of the entertainment tax, if it has been incurred, unprompted by the day of commencement of the event (term of the lease). If the organiser does not document registration with and payment of fees to GEMA to the lessor, the organiser agrees that the lessor submits the contractual data to GEMA on request.

The Hafenstudio GbR cannot issue any guarantee that the rooms are suitable for the purposes intended by the hirer or fulfil the legal regulations pertaining to these purposes.

The place of jurisdiction for any disputes and place of performance shall be Hamburg; the law of the Federal Republic of Germany shall apply. If the lessee is not a full merchant or does not have a general place of jurisdiction in the county, relevance of the district court (Amtsgericht) Hamburg is agreed on for any dunning procedure.

If individual provisions of the above lease conditions are invalid or impermissible, this shall not affect the validity of the remaining conditions.