

Michael Kuehbandner – Licht und Bild Gestaltung

Terms and conditions - 21/11/01

§1 General

1. Orders shall only be accepted and executed on the basis of the following terms and conditions.
2. deviating declarations or conditions of the client do not apply, even if they have not been expressly contradicted. Deviating agreements must be made in writing.

§2 Placing of orders

1. Placed orders, even if transmitted by telephone, fax or e-mail, are binding for the client, but for the contractor only after order confirmation. 2.
2. The scope of services and remuneration shall be determined by the offer and the General Terms and Conditions. The order is considered accepted when the offer has been confirmed in writing. 3.
3. if further services are ordered thereafter, these shall only be performed if they are also confirmed. These will then be charged separately.
4. the mutual transmission of documents by fax or e-mail satisfies the requirements of the written form.

§3 Duty to inform

1. The Contractor undertakes to execute orders placed with it to the best of its knowledge and belief, taking into account the technical specifications and information known to it and in accordance with the applicable rules and the state of the art.
2. Information provided shall be treated confidentially, even after completion of the individual order.
3. documents handed over shall be returned to the client upon request after completion of the order.

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4. the client is obligated to provide information that enables a proper execution of the order in the agreed time frame. This can be: Floor plans, technical plans and drawings, stage and sound plans, lighting plans, energy requirements and material lists.

5. the provision of information also includes the communication of the time schedule of the planned event, as well as the required operating times.

6. if the contractor is expected to drive a commercial vehicle with a commercial load of more than 2.8t, the contractor must be informed of this before the order is confirmed.

(7) If it becomes apparent before or during the execution of the order that the information provided is insufficient, this shall be communicated to the Client without delay.

(8) Unless otherwise agreed, the Customer shall be obliged to carry out the work coordination prescribed by the respective employers' liability insurance association (§ 6 BGV-A1); the Contractor shall not be liable for any damage caused by the Customer's breach of this obligation.

The Customer shall be obliged to inform the Contractor in good time of any special hazards and risks at the place of work prior to commencement of the work.

§4 Duty of supervision towards third parties

1. insofar as employees of the client or employees of third parties are made available for the planning or execution of the order, the contractor is not obliged to supervise the legal working hours and work safety regulations without a special agreement.

§5 Duty of care

1. material of any kind provided by the client must be in a condition that it complies with the recognized rules and the state of the art.

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2. this does not release the contractor from the necessary inspections before commissioning. The customer must be notified of any defects in the equipment.

§6 Remuneration, working time and performance regulations

1. the remuneration shall be based on the fee framework specified in §6 par. 2-6 and the individual order confirmation.

2. the basis of the calculation is an individually agreed daily rate or hourly rate.

3. 100 percent of the daily rate shall be charged for production days on which services are rendered for the client, such as show, rehearsal or preparation days.

4. 100 percent of the daily rate will also be charged for production days without services, such as travel days or day off, if the day is cancelled for other assignments.

5. for trips of more than 300km from the employee's place of residence, an arrival or departure day must be planned. Arrival will be by air or by rental car. Destinations within Europe only with Lufthansa Classic Economy, overseas destinations only with Lufthansa Business or Premium Eco after consultation.

6. journeys by own car over 10 kilometers will be charged with 0,35€ per kilometer.

7. a production day ends after eight hours according to ArbZG and can be extended by two hours by the contractor at his own discretion. If the maximum working time of ten hours is exceeded, the following staggering applies:

From 10.01h>12h = 25% surcharge -> 0.25 x daily rate.

From 12.01h>14h = 50% surcharge -> 0.5 x daily rate

From 15h = 1 x daily rate surcharge

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8. the client undertakes to provide for the contractor's arrival and departure, accommodation and catering during the production period. If the client does not comply with this obligation, the costs incurred will be invoiced or the statutory flat rate for meals will be charged.

9. The Contractor undertakes to provide proof of performance within the invoice. If the Customer does not object to the content of the proof of performance within 5 working days after its receipt, the burden of proof that the (partial) services have not been provided shall be on the Customer. 10.

10. The Contractor reserves the right to issue partial invoices after partial services have been rendered, also enclosing proof of the partial services rendered.

11. in case of cancellation of the booking the following amounts are due: 50% of the service price up to 21 days before the beginning of the contract 85% of the service price up to 7 days before the beginning of the contract 100% of the service price up to 3 days before the beginning of the contract.

§7 Liability

1. the contractor commits himself to insure his services as far as possible and to keep them insured.

2. the contractor is not liable for financial losses and / or lost profits that exceed the coverage of the business liability insurance. He shall only be liable in the event of gross negligence and intent.

3. this limitation of liability also extends to claims of third parties who are included in the scope of protection of the contract.

4. in the event that the contractor is prevented from carrying out the order for reasons for which he is not responsible, the client shall be entitled to withdraw from the contract. Claims for damages of the client are - as far as legally permissible - excluded for this case.

§8 Place of Jurisdiction

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(1) The place of performance and jurisdiction for all disputes shall be the court responsible for the registered office of the client.

(2) Should individual provisions of the above terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

In this case, the ineffective provision shall be replaced by the provision that most closely corresponds to the purpose of the contract.