

## **General terms and conditions for events held in the premises of the BASF SE Catering and Hospitality Services**

### **1. Scope**

#### **1.1**

The following general terms and conditions apply to contracts governing the temporary hiring out of premises to customers by BASF SE (referred to below as "BASF") for concerts, banquets, conferences, meetings, seminars, gatherings, public performances or other events (referred to below as "event") and all other goods and services provided by BASF in connection with these events.

#### **1.2**

Any other terms and conditions of the customer are only valid with the prior agreement of BASF.

### **2. Offer and acceptance, contract formation**

#### **2.1**

The offers made by BASF are not binding: they represent an invitation to the customer to make an offer to BASF to enter into a contract. The contract is established if the customer makes an offer and this offer is accepted by BASF. If the acceptance by BASF deviates from the customer's offer to enter into a contract, this constitutes a new, non-binding offer by BASF.

#### **2.2**

If the purchaser enters into a contract on behalf of a third party, the third party will then become BASF's contractual partner and is the customer in the sense of this agreement. In this case, the purchaser will be jointly liable together with the customer for all the customer's obligations arising from the contract.

### **3. Letting, change of purpose, sales events**

#### **3.1**

Written permission must be obtained from BASF in advance if the premises in which the event is held are sub-let or if the right of use is otherwise granted to third parties and if they are used for sales events or for purposes other than the contractually agreed purpose.

#### **3.2**

Advertisements in all types of media that contain an invitation to these events must be approved in advance by BASF.

#### **3.3**

BASF is entitled to cancel the event if there are reasonable grounds for concern that the event may impair the smooth running of the business or endanger the safety or reputation of BASF or its customers.

#### **3.4**

The customer bears the responsibility for setting admission prices.

#### **3.5**

The accommodation that has been reserved will be made available to the customer at the time agreed in writing. The customer is liable for any additional costs, expenses, etc., that may be caused by the event beginning and/or ending at different times.

#### **3.6**

The customer is not entitled to reserve specific rooms. If the agreed rooms are not available, BASF undertakes to make every effort to find replacement accommodation of equal value on or outside the premises.

### **4. Decorations**

#### **4.1**

BASF must be consulted if decoration material or other objects are brought onto the premises. Decorations are brought onto the premises at the hirer's risk and, in particular, they must conform to fire safety regulations.

#### **4.2**

All objects must be removed from the premises immediately after the event. BASF does not accept any liability for loss, damage or for the disappearance, destruction or deterioration of any property that is brought onto the premises except in cases of intent or gross negligence.

### **5. Number of visitors, food and drink**

#### **5.1**

If several persons are to attend the event, BASF must be informed of the approximate number of visitors 10 days before the event at the latest. The final number of visitors must be notified 4 days before the event at the latest. After this date, the actual difference in the number of visitors can only be taken into account after consultation with BASF.

#### **5.2**

Food and drink may only be brought onto the premises if written permission is obtained from BASF in advance. If permission is granted to bring food and drink onto the premises, BASF is entitled to levy a service charge on the customer.

### **6. Performance of contract, fees, payment**

#### **6.1**

The customer is obliged to pay the agreed fee. This also applies to all the services, costs and expenses incurred in connection with the event for which BASF is liable to third parties, insofar as these had been agreed between BASF and the customer.

#### **6.2**

The customer is required to pay in full for all services that are properly provided by BASF as agreed but not utilized by the customer.

#### **6.3**

Failure to pay on time is a major breach of contract.

### **7. Liability**

#### **7.1**

BASF is liable towards the customer in accordance with statutory provisions.

#### **7.2**

The customer will reimburse BASF in full for any damage caused by the customer himself or his guests. BASF can require the customer to obtain adequate insurance.

#### **7.3**

The customer is obliged to pay for all of the food and drink ordered by visitors attending the events and for any other additional costs and expenses caused by the participants.

BASF has no liability for the food and drink brought onto the premises by the customer or by third parties (e.g. visitors attending the event). In the event that claims are made against BASF on account of the food and drink brought onto the premises by the customer or by third parties, the customer will indemnify BASF against all claims including the associated costs (e.g. legal expenses).

#### **7.4**

The customer is responsible for ensuring that the event is properly equipped and conducted in accordance with all the relevant legal, administrative and contractual requirements. If the customer has a duty to secure performing rights by registering the event with the *Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte* (GEMA), the customer is responsible for registering the event and discharging all other obligations towards the GEMA.

### **8. Cancellation by BASF**

#### **8.1**

All cancellations must be made in writing.

#### **8.2**

BASF has the right to cancel the contract if the provisions described in 3.1, 3.2 and 3.3 are not observed, and no claims to compensation can be derived.

#### **8.3**

BASF is also entitled to cancel the contract in cases of force majeure or if other circumstances beyond the control of BASF make the fulfillment of the contract impossible.

### **9. Cancellation of hire by the customer**

#### **9.1**

All cancellations must be made in writing.

- i. Rent will not be charged up to 22 days before the event is scheduled to take place, provided the premises can be hired out to a different customer.
- ii. The rent plus 50% of the foregone turnover will be charged if the cancellation is made between 22 days and 3 days before the event is scheduled to take place.
- iii. The rent plus 80% of the foregone turnover will be charged from the third day onwards before the event is scheduled to take place.

### **10. Public assembly legislation**

According to the provisions of the public assembly legislation of the State of Rhineland-Palatinate (*Versammlungsstättenverordnung Rheinland-Pfalz*) and German accident prevention legislation (*Unfallverhütungsvorschrift VBG 70*), the *Feierabendhaus* is a place of assembly with a center stage and the *Gesellschaftshaus* is a place of assembly with an open stage area. The current versions of these regulations must be observed.

### **11. Advance tickets for events hosted by BASF Catering**

#### **11.1**

Tickets for events can be purchased at [www.geniesserkalender.basf.de](http://www.geniesserkalender.basf.de). The purchaser must print out the tickets after he has purchased them.

#### **11.2**

Payment can be made by credit card, Paypal or bank transfer. Value added tax is included in the price. The whole sum becomes due for payment immediately when the contract has been concluded.

#### **11.3**

Tickets that have already been purchased will not be accepted for return.

#### **11.4**

We reserve the right to cancel events in the case of bad weather or low demand. The price of the tickets will be refunded.

### **12. Final provisions**

#### **12.1**

If any of the provisions of these terms and conditions prove invalid, in full or in part, or invalid in the future, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.

#### **12.2**

German law applies to this contract.

#### **12.3**

The place of business and jurisdiction is Ludwigshafen am Rhein.

**Alternative dispute resolution** - BASF does not participate in alternative dispute resolution procedures for consumer disputes.

Date: May 2017