



# GENERAL TERMS AND CONDITIONS OF VENON PROJECTS AG

April 2024 version

## 1. scope

These general terms and conditions (hereinafter referred to as General Terms and Conditions) apply to all services provided to the client within the framework of a contract by VENON Projects AG, based in Zurich, and form an integral part of all contracts of VENON Projects AG. The client's general terms and conditions are not applicable unless they have been acknowledged in writing by VENON Projects AG.

## 2. Scope of services

The subject of the contract is the service agreed in the offer or order confirmation.

VENON Projects AG is entitled to transfer the execution of individual obligations from the contract to third parties.

## 3. Execution of the service

VENON Projects AG must provide the agreed services with professional care.

In addition, VENON Projects AG undertakes to comply with the client's operational regulations and safety regulations.

## 4. Duties of the client

The client provides VENON Projects AG with all required information in a timely and complete manner.

The client ensures that access for the provision of the service is ensured and that the customer obligations defined in the offer or order confirmation, such as power connection, catering, etc., are fulfilled.

If the customer does not fulfill a required obligation to cooperate, does not do so on time or in the agreed manner, the resulting consequences (e.g. delays, additional expenses) must be borne by the customer.

## 5. Default

The dates in the offer and in the order confirmation are only binding if they are considered binding by the parties otherwise they are considered non-binding.

## 6. Price and payment conditions

The price and payment deadlines are defined in the offer and in the order confirmation. Additional services after acceptance of the offer will be invoiced to the client separately.

VENON Projects AG is entitled to refuse service or to withdraw from the contract if payment is not made on time.

For long-term contracts that cover the implementation of events over several years, VENON Projects AG has the right to pass on price increases for rented equipment, transport logistics and third-party providers used to the client. If the national consumer price index published by the Federal Statistical Office for the month in which the contract was concluded increases during the term of a permanent contract (base 2020 = 100%), VENON Projects AG also has the right to increase the agreed price in the same proportion.

## 7. Termination of contract

If the contract is terminated by the client, VENON Projects AG is entitled to invoice the following expenses:

- up to 60 days before the event: 20% of the order amount
- up to 30 days before the event: 50% of the order amount
- later termination 100% of the order amount

In addition, services already incurred, as well as non-cancellable costs and third-party liabilities, will be charged as of the cancellation date.

The right of termination in accordance with paragraph 1 does not apply to long-term contracts. The client can only terminate the permanent contract if bankruptcy proceedings have been opened against VENON Projects AG or the continuation of the permanent contract cannot be expected of the client due to culpable misconduct on the part of VENON Projects AG. In this case, the client must terminate the permanent contract in writing within 20 days of VENON Projects AG's culpable misconduct, whereby the termination only comes into force after the end of an ongoing event. VENON Projects AG has the right to terminate the long-term contract with immediate effect without giving reasons within 15 days of the end of an event.

## 8. Force majeure

VENON Projects AG is not liable for delays in the provision of services or for failure to provide services if the delay or failure is due to circumstances beyond its control.

## 9. Permits

The client is responsible for obtaining all permits, concessions and licenses. The client must also pay the corresponding costs.

## 10. Retention of title

If items are sold, they remain the property of VENON Projects AG until full payment has been made by the client.

VENON Projects AG is entitled to have the retention of title entered in the public register. The client is obliged to provide a written explanation should this be necessary.

## 11. Liability

VENON Projects AG is liable for direct personal injury and property damage that occurs in connection with the agreed performance of the service they or third parties commissioned by them, provided that VENON Projects AG can be proven to be at fault.

Any further liability, in particular for direct damage or consequential damage, such as lost profits, additional expenses, additional personnel costs, loss of data or claims from third parties, is expressly excluded.

## 12. Insurance

The client is liable for fire and natural hazards as well as damage and theft to the material rented from VENON Projects AG. This also applies to material that VENON Projects AG has rented from third parties. The client undertakes to take out relevant insurance with sufficient cover.

## 13. Intangible property rights

All intellectual property rights included The rights of use and processing of the products created by VENON Projects AG (such as plans, drawings, models) are exclusive and unrestricted Property of VENON Projects AG.

VENON Projects AG is entitled to freely use the ideas, concepts, methods and techniques used in the fulfillment of the contract, including the acquired know-how, for other purposes. The secrecy of confidential data and documents remains unaffected.

## 14. data protection

The client expressly agrees that VENON Projects AG may process and use the personal data disclosed as part of the contractual relationship.

VENON Projects AG may organize the client, the event and use the specific activity as a reference. Mention on your website and in advertising materials requires the consent of the client.

## 15. Severability clause

If any of the provisions in these Terms and Conditions are or become invalid, void or unenforceable, this will not affect the validity and enforceability of the remaining provisions.

## 16. Applicable Law and Jurisdiction

The exclusive place of jurisdiction for all disputes, including international ones, is Zurich.

Only Swiss applies Law excluding the conflict of law provisions and the Vienna Sales Convention.