

# TERMS AND CONDITIONS

## VENON PROJECTS AG

Zurich, August 2020

### 1. Scope

These general terms and conditions (hereinafter referred to as GTCs) apply to all services that are provided to the client within the framework of a contract by VENON Projects AG based in Zurich.

These terms and conditions represent an integral part of the respective individual contract. The general terms and conditions of customers are not applicable unless they have been recognized in writing by VENON Projects AG.

### 2. Scope of services

The subject of the contract is the service agreed on in the offer or the 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 has to provide the agreed services with professional care.

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

### 4. Obligations of the client

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

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

If the customer does not provide the required duty to cooperate, not in time or not in the agreed manner, the resulting consequences (e.g. delays, additional expenses, etc.) must be borne by the customer.

### 5. Default

The dates in the offer and the order confirmation are only binding if they have been designated as such by the parties, otherwise they are considered non-binding.

### 6. Price and terms of payment

The price and the payment deadlines are defined in the offer and the order confirmation.

Additional services after acceptance of the offer will be invoiced separately to the client.

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

### 7. Termination of Contract

If the contract is canceled 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 cancellation 100% of the order amount

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

### 8. Force Majeure

Venon Projects AG is not liable for delays in the provision of services or for the 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

All services (goods and services) provided by VENON Projects AG itself or to third parties by VENON Projects AG remain the property of VENON Projects AG until they have been paid for in full 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 declaration should this be necessary.

### 11. Liability

VENON Projects AG is liable for direct personal injury and property damage that has arisen in connection with the agreed performance of services by it or third parties commissioned by it, 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 profit, additional expenses, additional personnel costs, loss of data or claims by 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. This also applies to material that VENON Projects AG has to rent from third parties.

### 13. Intangible property rights

All intellectual property rights, including usage and processing rights to the products created by VENON Projects AG (such as plans, drawings, models, etc.) are the exclusive and unrestricted property of VENON Projects AG.

VENON Projects AG is entitled to use the ideas, concepts, methods and techniques used in the performance 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 declares his express consent that VENON Projects AG may process and use data from the contractual relationship with the client.

VENON Projects AG may use the contractual relationship and the specific activity as a reference.

### 15. Severability Clause

Should one of the provisions in these terms and conditions be or become invalid, void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

### 16. Applicable law and place of jurisdiction

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

Swiss law applies exclusively to the exclusion of the conflict of laws provisions and the Vienna Sales Convention.