



General Terms and Conditions

Glanz & Gorilla GmbH, Hansastr. 44, 80686 München

– hereinafter referred to as "Glanz & Gorilla" –

§ 1 Scope of the GTC & delivery time

1.01 These terms and conditions apply to all supply contracts, contracts for the rental of objects or areas as well as for the organization of events.

1.02 The delivery and performance dates agreed with the Contractor are binding. The dates shall be agreed separately for each contract conclusion and each contract amendment.

§ 2 Services, payment for services & debtors

2.01 Glanz & Gorilla provides space, material and services required for the realization of events and delivers food. Glanz & Gorilla is permitted to transfer orders to subcontractors. All offers are non-binding until the order is accepted.

2.02 The following payment terms are agreed:

a. 30% of the service fee with the signing of the order or contract. The due date shall be stated in the partial invoice.

b. A further 50% of the service fee 40 days before the first day of the event or delivery. The due date is stated in the 2nd partial invoice. Addition: If the event takes place in the following 3 months after signing the contract, a partial invoice amounting to 80% of the service fee will be issued immediately (payment term 10 days).

c. After the event, Glanz & Gorilla will issue a final invoice including all booked services, taking into account the payments on account (payment within 10 days).

d. A reduction of the order volume must be communicated in writing 20 days before the event for consideration in the final invoice.

e. In the months of June, July and December, a 5% reduction in the number of persons is possible up to 20 days before the event. In all other months a reduction of 10% is possible.

f. Additional conditions for the reduction of catering can be found in the order confirmation.

g. Value retention clause: If the consumer price index for Germany published by the Federal Statistical Office changes by at least 2 percent compared to the index published for the month in which the hire commences, based on the time of conclusion of the contract = 100, the service charge shall automatically change in the same proportion.

2.03 For weddings and private parties in a Glanz & Gorilla location, a minimum total turnover of EUR 20,000.00 (incl. VAT) is obligatory on Saturdays in the period from May to September. A minimum food turnover of EUR 4,750 (incl. VAT) applies to every private event, regardless of the time of the event. Several persons as customers are jointly and severally liable for all obligations arising from the usage relationship.

For weddings and private events, clause 2.02e does not apply. The only requirement is to meet the agreed minimum revenue.

§ 3 Warranty and warranted characteristics

3.01 In terms of public law regulations, the client is always the organizer, unless it is an event in an event space operated by Glanz & Gorilla. The client is responsible for ensuring compliance with regulations (e.g. noise pollution) in an external event space (not operated by Glanz & Gorilla). For its part, Glanz & Gorilla is liable, except in cases of intent and gross negligence, only in the event of a breach of essential contractual obligations and up to a maximum of € 2 million for personal injury and € 1 million for property damage. The organizer shall

be liable for all damage, for example to buildings or inventory, caused by event participants, employees or other third parties attributable to it (e.g. guests) or by the organizer itself.

- 3.02 Claims by the client due to a lack of essential characteristics can only be asserted if these have been expressly guaranteed by Glanz & Gorilla. By commissioning Glanz & Gorilla, the client has also made their creative abilities the subject of the contract. In this respect, Glanz & Gorilla is permitted to exercise a certain amount of discretion within the scope of the order placed.

§4 Addition: Glanz & Gorilla operated event space

- 4.01 Glanz & Gorilla provides the event location for use. The areas are handed over for the use specified in the order confirmation and for no other purpose.
- 4.02 The condition and contractual state of the object of use is agreed to be the state in which it is handed over at the beginning of use.
- 4.03 Glanz & Gorilla hands over the object in a clean condition. Changes, painting or other decorations and / or superstructures that can no longer be removed are always and without exception not permitted.
- 4.04 During the period of use, the customer is granted access to the premises by personnel provided by Glanz & Gorilla. The instructions and instructions of the staff regarding general safety as well as fire and noise protection must be followed. Glanz & Gorilla will provide information on all applicable regulations in advance upon request.
- 4.05 The customer shall ensure that noise is avoided and that residents and neighbors are not disturbed.
- 4.06 The holding of open fires, fireworks or other pyrotechnical events must be notified in writing up to 40 days before the event and checked by Glanz & Gorilla. A ban applies to the surrounding public traffic routes. Smoking is prohibited in the entire building complex without exception. The release of balloons is prohibited on the entire premises of the event location. Addition: Fireworks are not permitted on the island in Schliersee (nature reserve).
- 4.07 The power supply required for the intended use must be coordinated with Glanz & Gorilla (installation plan). Connections and wiring may only be carried out by VDE-certified technicians and with VDE-certified equipment.
- 4.08 Increased caution is required for events on the island in Schliersee. Arrival and departure is by boat and always requires attention, especially for people who cannot swim. Swimming in the Schliersee is at your own risk.
- 4.09 Glanz & Gorilla is responsible for drinks and food.
- 4.10 Glanz & Gorilla is not liable for the theft of objects stored by the customer, e.g. exhibition objects, wardrobe, movable equipment or other valuables. The customer shall bear the described risk of theft at his own expense.
- 4.11 The customer shall be responsible for damage within the object of use, even if the damage is caused by his relatives, guests, employees, staff, visitors, suppliers or tradesmen. Any damage or soiling to the property and building must be reported by the customer immediately and without being asked. The cleaning fee covers all normal soiling. This does not include damage and heavy soiling, e.g. graffiti or other stubborn soiling that has been deliberately caused and cannot be removed by normal cleaning.
- 4.12 The customer only has claims for damages or reductions due to defects in the object of use or due to malfunctions in the operation of the building and its technical facilities if Glanz & Gorilla is responsible for the defect or malfunction intentionally or through gross negligence or if it is in default with the rectification of defects.
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- 4.13 Glanz & Gorilla has liability insurance (personal injury and property damage) for the duration of the event.

§5 Withdrawal from the contract or order / interruption of the event / cancellation

- 5.01 Glanz & Gorilla may withdraw from the event (even during the event) if:
- a. the areas cannot be made available due to force majeure, or official regulations prohibit the event or official requirements are imposed that fundamentally impair the event
 - b. the purpose of the planned event does not comply with the GTCs
 - c. it is evident or obviously demonstrable that safety, fire protection and noise protection requirements are not being complied with or cannot be complied with
 - d. the service fee has not been paid to Glanz & Gorilla as agreed; the credit entry on the notified accounts is decisive,
→ The current event will be terminated if §5.01 is disregarded.
- 5.02 In the event of a withdrawal for the reasons stated in §5.01, Glanz & Gorilla retains the claims for remuneration for the entire service fee (with the exception of §5.01 a).
- 5.03 In the interest of a possible replacement order, the customer must notify Glanz & Gorilla in writing as early as possible of a possible cancellation. The following agreements shall apply:
- a. The service recipient shall pay 30% of the service fee in the event of withdrawal from the contract.
 - b. In the event of termination up to twelve weeks before the date of the event, 50% of the service fee shall be payable; in the event of termination up to eight weeks before the date of the event, 80% shall be payable; in the event of termination within the last four weeks before the start of the service period, 100% of the service fee shall be payable.
 - c. In the event of termination due to force majeure or official event bans or in the event of the official imposition of conditions that severely impair the event, the customer may postpone or cancel the event free of charge, irrespective of the time.

§6 Taking away food

- 6.01 Glanz & Gorilla accepts no liability for food taken away by guests or given to the customer after the end of the catering / conclusion of the event.

§7 Final provisions

- 7.01 Amendments to these GTC require written agreement; §7.01 can also only be amended in writing.
- 7.02 If individual provisions of these General Terms and Conditions are or become invalid in whole or in part, this shall not affect the validity of the other provisions. The same shall apply if a loophole is found in these General Terms and Conditions. In place of an invalid provision or to fill a loophole, an appropriate provision shall apply which - as far as legally possible - comes closest to what the contracting parties intended.