

General Terms and Conditions (GTC) of Arts & Tonic AV GmbH

1. General

- 1.1 The contractual partner of the Client is **Arts & Tonic AV GmbH** (hereinafter referred to as the “Company”), FN 648400 f, Argentinierstraße 53/4, 1040 Vienna, represented by its Managing Directors Pit Kaufmann, Benedikt Roß, and Philipp Treiber.
- 1.2 The Company provides its services exclusively on the basis of these General Terms and Conditions (GTC). These GTC apply to all current and future business relationships with the Client, even if they are not expressly referred to.
- 1.3 Any deviating, conflicting, or supplementary GTC of the Client shall not become part of the contract unless the Company has expressly agreed to their validity in writing. All agreements made between the Company and the Client for the purpose of executing this contract must be set out in writing.

2. Conclusion of Contract

Offers from the Company are subject to change and non-binding. A contract is only concluded upon the Company's written order confirmation. The scope of the contractual services results from the performance description in the offer or the order confirmation. Verbal collateral agreements or assurances require written confirmation by the Company to be effective.

3. Performance of Services

The Company shall perform the contractually agreed services to the best of its knowledge and belief. The technical design (of the master recordings (in digital or physical form) / technical implementation of the sound reinforcement) is the responsibility of the Company. It is entitled to use subcontractors to fulfill the contract. The Client has the right to be present during the performance of the services, provided this has been agreed in advance. If the Client requests changes during the performance that deviate from the original order, these are to be remunerated separately and may lead to postponements of deadlines.

4. Prices and Payment Terms

- 4.1 All prices are in Euro plus the statutory value-added tax. Packaging, freight, customs



duties and any insurance are not included in the net price. Unless otherwise agreed, invoices from the Company are due for payment without deduction within 14 days of the invoice date.

4.2 The Company reserves the right to request a down payment of 50% of the total amount for orders with a total volume exceeding € 2,000. If the down payment is not made on time, the Company is entitled to withdraw from the contract.

4.3 Daily rates include a working time of 8 hours. Every additional working hour will be charged separately as overtime. If prices are calculated by the hour, the time measured by the Company is decisive, with every started hour being charged in full.

4.4 Transport costs (mileage allowance), expenses for accommodation and daily allowance for the staff will be charged according to effort, unless they are provided by the organizer/producer.

4.5 For special services performed at the request of the Client (organization, selection of musicians or speakers, etc.), the agreed price must also be paid by the Client if the production of the master recordings (in digital or physical form) or the event does not take place for any reason.

4.6 Postponements of sound reinforcements, recordings, etc. are usually not included in the calculated production costs. Additional costs arising therefrom will be invoiced according to documented effort.

4.7 The Client bears the costs for any professional advice initiated by him.

4.8 In the event of default in payment, the statutory default interest shall apply. In addition, a reminder fee of € 10.00 per reminder level will be charged. After the third reminder, the Company reserves the right to hand over the claim to a collection agency or a lawyer, which results in additional costs for the debtor. Furthermore, any further damage, in particular also the damage caused by the fact that as a result of non-payment correspondingly higher interest is incurred on any credit accounts of the Company, must be compensated regardless of fault for the delay in payment.

5. Cancellation Conditions

5.1. The Client can cancel the order at any time. The cancellation must be in writing. In the event of cancellation, the following cancellation fees apply:

- Up to 30 days before the agreed service date: 25% of the agreed total amount.
- 29 to 14 days before the agreed service date: 50% of the agreed total amount.
- Less than 14 days before the agreed service date: 100% of the agreed total amount.

5.2 Already paid down payments will be credited against the cancellation fees. If the



Company has demonstrably already incurred costs due to the cancellation (e.g. for subcontractors or material), these must be reimbursed in addition.

6. Rental Objects

The Client undertakes to treat all rented objects properly and, in particular, to insure them against damage and theft. The conclusion of such an insurance by the Company only takes place on the basis of an express agreement and at the expense of the Client. For devices destroyed or lost while with the Client, the new price will be invoiced. This also applies to supplied accessories and packaging material.

7. Obligations to Cooperate of the Client

The Client undertakes to provide all information, documents and materials required for the execution of the order in a timely and complete manner. He must ensure that the participants required for the execution of the order are available on time. Delays caused by the Client's failure to cooperate in a timely or complete manner are not at the expense of the Company.

8. Production, Modification, Acceptance and Delivery

8.1 Production begins at the earliest after signing the order confirmation/production contract.

8.2 The Company informs the Client about the completion of the manufacturing work and, if necessary, agrees with him on a time for the acceptance demonstration.

8.3 Acceptance means approval of the technical quality. The Client or a person authorized by him must confirm the acceptance in writing to the Company immediately after the demonstration of the master recordings (in digital or physical form). Any complaints must be made known to the Company within 7 working days of delivery or performance, stating the reasons. Thereafter complaints are excluded. At the same time as the complaint, the complained master recordings (in digital or physical form) must be made available to the Company.

8.4 If the Client has change-requests after acceptance of the master recordings (in digital or physical form), he must communicate the desired changes in writing; the Company is obliged and solely entitled to make changes. Such changes are at the expense of the Client. The same applies if change proposals from the Client lead to a different calculation than the one approved before the start of production.

8.5 Delivery periods or dates are non-binding. Non-compliance with delivery periods or dates does not release the Client from the obligation to accept. The costs and risk of



delivery are borne by the Client. The Company is not obliged to keep the original data.

9. Warranty, Guarantee and Liability

- 9.1 The Company warrants that the services provided are free from material and legal defects.
- 9.2 Guarantee and warranty conditions are governed by Austrian law. The goods must be inspected immediately after delivery. Any defects found must be reported to the Company immediately, but no later than within 7 days of delivery, stating the nature and scope of the defect. In the event of justified complaints, the Company has the right to rectification or replacement delivery. If the rectification or replacement delivery fails, the Client can demand a reduction in price or withdraw from the contract.
- 9.3 Hidden defects must be reported immediately after their discovery. If a complaint is not made or not made on time, the goods are deemed to have been approved. The assertion of warranty or damage claims as well as the right to contest for error due to defects are excluded in these cases.
- 9.4 The Company is liable for damage caused by intentional or grossly negligent behavior. In the case of slight negligence, the Company is only liable for the violation of essential contractual obligations (cardinal obligations). In these cases, liability is limited to the contract-typical, foreseeable damage. Liability for lost profit is excluded.
- 9.5 The Company assumes no liability for the sound quality on different playback devices (e.g. smartphones, laptops, hi-fi systems).
- 9.6 If a circumstance occurs during the production of the master recordings (in digital or physical form) / during the implementation of the sound reinforcement that makes the contractual production / implementation impossible, the Company is only responsible for intent and gross negligence. This also applies in the event of late completion. The impossibility of producing the master recordings (in digital or physical form), implementing the sound reinforcement or late completion of the master recordings, for which neither the Company nor the Client is responsible, only entitles the Client to withdraw from the contract, but the services provided by the Company to date must be remunerated.
- 9.7 Material defects recognized by the Company are to be eliminated by it. If these corrections cannot be carried out without the cooperation of the Client, the Company can consider the contract as fulfilled after the fruitless expiry of a period of



at least two weeks set for the performance of the corresponding actions. The Company is entitled to refuse to rectify the defects until the payments due at the time of the correction have been made.

9.8 In the event of loss and/or negligent damage to the materials handed over by the Client for processing, liability is limited only to the replacement delivery of sound and/or image carrier material in terms of the number of pieces or length of the lost or damaged parts. No replacement will be provided in the event of damage to computer data carriers. There is no obligation for the Company to take out insurance.

9.9 No liability is assumed for data loss or technical malfunctions during production.

9.10 The Client is obliged to check the production for errors or irregularities before publication.

10. Copyrights, Exploitation Rights and Licenses

10.1 The Client is liable for ensuring that he has all authorizations for the orders placed by him with regard to the production, processing and reproduction of sound recordings or the performance of works for purposes of whatever kind, in particular of a commercial nature.

10.2 Furthermore, the Client declares that he is the person entitled to dispose or the licensee over the required copyrights or copyright exploitation rights and/or is in possession of sufficient authorization from the author or right holder.

10.3 The Client is liable for all claims that third parties may make against the Company as a result of the execution of the order and undertakes to indemnify and hold the Company harmless.

10.4 The Client expressly agrees that statutory reports to the corresponding collecting societies will be made by the Company.

10.5 Only upon full payment of the agreed remuneration, the Client receives a non-exclusive, worldwide right of use for the agreed purpose of use (e.g. film, advertising, streaming). Transfer to third parties or use for other projects requires the express consent of the Company.

10.6 The Company remains the owner of all copyrights to the recordings, compositions and productions created, unless a full transfer of rights is expressly agreed in writing.

10.7 For compositions and productions for commercial purposes, a separate license agreement will be made, in which the duration, scope and geographical reach of use are regulated. The Client may not change or edit the composition unless this has



been expressly agreed.

10.8 The Company reserves the right to use the production for promotional purposes (e.g. references on the website or in social media), unless the Client expressly objects.

11. Protection of Plans and Documents / Confidentiality

- 11.1 Plans, sketches, cost estimates and other documents such as brochures, catalogs, samples, presentations and the like remain the intellectual property of the Company. Any use, in particular transfer, duplication, publication and making available, including copying even in part, requires its express consent.
- 11.2 All documents listed above can be reclaimed by the Company at any time and must in any case be returned to it immediately and without being requested to do so if the contract is not concluded.
- 11.3 Furthermore, the Company's contractual partners undertake to maintain confidentiality towards third parties regarding the knowledge they have received from the business relationship.

12. Data Protection

The Company processes personal data of the Client exclusively for the purpose of executing the contract and in compliance with the legal provisions. Transfer to third parties only takes place insofar as this is necessary for the execution of the contract or there is a legal obligation. The Client has the right to receive information about the data stored about him and to demand its correction or deletion.

13. Other Provisions

- 13.1 If several clients place an order for a work with the Company, it must be recorded in writing before the start of the work which client has the authority to issue declarations to the Company on behalf of the other clients in the sense of the preceding points. This applies in particular to the naming of the person responsible for the acceptance of the work.
- 13.2 Changes to the production contract and/or these General Terms and Conditions require written confirmation.
- 13.3 The master recordings (in digital or physical form) delivered and/or processed by the Company, as well as any goods delivered, shall remain the property of the Company until full payment of all claims arising from the business relationship with the Client, including interest and ancillary costs. Any resale or other disposal by the



Client is prohibited and void without the express written consent of the Company for as long as the reservation of title remains in effect. The Company has the right to retain objects that the Client has left or that are stored at the Company or were manufactured for the Client until all claims from the business relationship with the Client have been settled. No liability is assumed for left objects; these are stored at the Company at the expense and risk of the Client, which is also entitled to have such objects stored by third parties at the expense of the Client after prior written notice.

13.4 Offsetting against claims of the Company with counterclaims of whatever kind is excluded.

13.5 Justified complaints do not entitle the Client to withhold the entire, but only a reasonable part of the invoice amount.

13.6 Vienna is agreed as the place of performance for all services.

13.7 The court with subject-matter jurisdiction in Vienna is agreed as the place of jurisdiction for all legal disputes arising from this business case. The law of the Republic of Austria applies.

13.8 By placing the order, in writing or verbally, the Client agrees to the above conditions.

14. Severability Clause

Should a provision of these GTC be wholly or partially ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. The ineffective or unenforceable provision shall be replaced by a regulation that comes closest to the economic purpose of the ineffective provision.

15. Prevalence Clause

In the event of discrepancies between the German and English versions of these General Terms and Conditions, the German version shall prevail.

