

# ZEISS Forum

## General Terms and Conditions for the Leasing of Rooms

### ARTICLE 1 SCOPE OF APPLICATION

1. These General Terms and Conditions shall apply to the leasing of meeting and conference rooms in the ZEISS Forum of Carl Zeiss AG at the Oberkochen site for events and all associated services and deliveries.
2. Deviating provisions, even if contained in the contractual partner's General Terms and Conditions, shall not apply, unless they are expressly recognized in writing by Carl Zeiss AG.

### ARTICLE 2 SIGNING OF THE LEASE AGREEMENT

1. In order to be effective, all agreements with Carl Zeiss AG in connection with the use of these facilities require the conclusion of a written lease agreement. To this end, the party interested in leasing the facilities shall be supplied with a written quotation by Carl Zeiss AG. The lessee accepts the quotation by signing and returning it. The agreement shall take effect once the signed lease agreement has been received by Carl Zeiss AG.
2. A legal relationship regarding the respective event exists exclusively between the lessee and Carl Zeiss AG. If the lessee and the event organizer are not one and the same party, both shall be liable as co-debtors.
3. The leased rooms may only be sub-leased with the permission of Carl Zeiss AG.

### ARTICLE 3 OBJECT OF THE LEASE

1. The conference room together with facilities which is the subject of the lease agreement shall be loaned to the lessee in proper condition for the duration of the leasing period at the agreed price. Carl Zeiss AG reserves the right to assign a different room in the conference center to the lessee as a replacement.

2. Provided the lessee does not lodge a complaint upon taking over the room, the room shall be deemed to have been taken over without objection. Complaints may not be lodged subsequently.
3. Carl Zeiss AG reserves the right to demand from the lessee that both parties carry out a joint room inspection prior to the beginning and following the end of the lease period.
4. The assembly, execution and de-assembly of the event must be carried out in coordination with Carl Zeiss AG. The lessee must uphold the applicable legal stipulations, in particular the regulations on places of assembly (German: VStättVO) and accident prevention and fire protection stipulations. The lessee bears sole responsibility for the orderly execution of the event, the fulfillment of reporting obligations and the upholding of all legal provisions and official ordinances. If necessary, he must arrange for the inspection by the authority or establishment responsible at his expense.

### ARTICLE 4 CATERING

1. Catering shall not be covered within the scope of the lease agreement.
2. The lessee may not bring food or drink to events. In accordance with the appropriate commissioning by the lessee, catering shall be undertaken by a caterer selected by Carl Zeiss AG.
3. However, the lessee may also contract the services of a caterer of its own choosing. In this case, the catering equipment must be provided by the external caterer.

### ARTICLE 5 RENT

1. The rent stated in the lease agreement shall be definitive. It includes the costs for air conditioning, general room lighting, standard cleaning and use of the conference technology which is denoted as free of charge in the confirmation of the reservation.

2. The final balance comprises the rent and the costs for other additional services availed of, especially use of the conference technology which is denoted as subject to a fee in the reservation confirmation plus statutory VAT at the respective current rate. It shall be due for payment in full within 10 days of the invoice date. In all other cases, Carl Zeiss AG may demand an advance payment up to the amount of the estimated final balance at any time. If the agreed lease period is exceeded, the rent for the actual time period and actual additional expenditures for every extra full or partial hour will be added to the invoice in accordance with the current price list.
3. If payment is delayed, interest on delayed payments to the tune of 5 % above the basic interest rate will be paid from the due date.

### ARTICLE 6 WITHDRAWAL FROM THE AGREEMENT

1. Carl Zeiss AG shall be authorized to withdraw from the agreement if:
  - a) the lessee fails to meet or to meet on time a contractually agreed payment obligation,
  - b) there are fears of a disruption to public safety and order, a disturbance of the business operations of ZEISS or damage to the reputation of the ZEISS Group due to the the intended event or the preparatory measures for the event,
  - c) evidence of a required liability insurance was not provided by the specified deadline or a required safety measure was not carried out within the defined timeframe,
  - d) proof of officially/legally required notifications or approvals is not provided or official obligations/ approvals are infringed upon,
  - e) the purpose of use is substantially changed without the approval of Carl Zeiss AG,

- f) legal provisions relating to the safety of the event are breached.  
In the event of the aforementioned withdrawal, Carl Zeiss AG reserves the right to pay the agreed fees minus the non-incurred expenses. Claims for damages against Carl Zeiss AG shall be excluded.
2. Carl Zeiss AG shall also be entitled to withdraw from the agreement if the object of the lease agreement cannot be made available due to force majeure or if the facilities are urgently needed for an important unforeseen reason. In the latter case, ZEISS will endeavor to offer corresponding alternative rooms. In the event of the above-mentioned cancellation, no claims for damages may be made against ZEISS.
  3. If the lessee withdraws from the agreement, the following stipulations shall apply:
    - a) no cancellation costs shall apply from the effective date of the lease agreement to 14 days prior to commencement of the event.
    - b) within the last 14 days prior to commencement of the event, cancellation fees amounting to 50% of the contractually agreed total shall apply.
    - c) within the last 7 days prior to commencement of the event, cancellation fees amounting to 100% of the contractually agreed total shall apply. The lessee shall have the right to prove that Carl Zeiss AG incurred no damages or only minor damages. If significant damages are incurred by Carl Zeiss AG, Carl Zeiss AG shall reserve the right to claim for damages for a corresponding amount.
  4. Each withdrawal or cancellation must be submitted in writing and must be received by the other contractual party within the defined periods. In urgent cases, the withdrawal can also be declared verbally either in person or by telephone. However, this verbal declaration of withdrawal from the agreement shall only be deemed valid if the withdrawing party subsequently supplies a written withdrawal within three calendar days.

#### **ARTICLE 7 LIABILITY**

1. In accordance with legal stipulations and contractual agreements, the lessee shall be liable for material and personal damages including any consequential damages (property damage), which is caused during the leasing period by the lessee himself or his employees, contractors, visitors or other third parties.  
The lessee shall release Carl Zeiss AG from all claims for damages which could be made by third parties against Carl Zeiss AG in connection with the event.
2. Carl Zeiss AG shall not accept liability for items brought onto the leased premises by the lessee or its contractors or visitors. The lessee shall be obligated to clean the object of the lease following expiry of the lease period and to return all associated equipment in its original condition. Carl Zeiss AG shall be authorized to have cleaning or repair work done at the lessee's expense.
3. Carl Zeiss AG shall only be liable for damages that are based on defective condition of the object of the lease or negligent failure to meet the obligations it undertook. For failures of any facilities and operational disruptions or other events that limit the use of the object of the lease, Carl Zeiss AG shall only be liable in the case of intent or gross negligence.
4. The lessee must provide written evidence that it has taken out liability insurance if Carl Zeiss AG demands that it do so.
5. The lessee shall be subject to an obligation to maintain the safety of the premises in the leased rooms during the leasing period.
6. Carl Zeiss AG shall not accept any liability for goods left in the cloakroom.

#### **ARTICLE 8 HANGING OF DECORATIONS**

1. In order to prevent damage to the walls, the hanging of decorative materials or other objects must be approved beforehand with Carl Zeiss AG. The lessee shall accept liability for ensuring that decorative materials, in particular, fulfill the fire safety requirements; in cases of doubt, Carl Zeiss AG may demand that confirmation be provided by the fire safety authority responsible.
2. The lessee must remove decorative materials and other objects immediately after the event has ended. If he fails to do so, Carl Zeiss AG may carry out the removal at the lessee's expense.

#### **ARTICLE 9 DOMICILIARY RIGHT**

Contractors of Carl Zeiss AG shall be granted access to the object of the lease at all times. The instructions issued by staff of Carl Zeiss AG must be complied with. Otherwise, house rules and terms of use shall apply.

#### **ARTICLE 10 ADVERTISING**

References to the conference center and Carl Zeiss AG in programs or invitations must be approved by Carl Zeiss AG with respect to both their design and content in good time prior to the event: the logo and brand name of Carl Zeiss AG and of the conference center may only be used after Carl Zeiss AG has agreed to this and may neither be changed nor used in combination with other signs.

#### **ARTICLE 11 SUBSIDIARY AGREEMENTS AND PLACE OF JURISDICTION**

1. The General Terms and Conditions set out above are an integral part of the lease agreement.
2. Subsidiary agreements, amendments and additions to the lease agreement shall not be valid unless made in writing.
3. If one or several provisions of these General Terms and Conditions is deemed void, this shall not affect the remaining provisions.
4. The place of performance and jurisdiction shall be Oberkochen.

