

General Terms and Conditions (GTC)
1st of January 2024

The following terms and conditions are provided by LifeXperiences SL to the customer and become the content of all agreements and business relations.

1 General and scope of application

1.1 The following General Terms and Conditions (GTC) shall apply to all contractual relationships between the LifeXperiences SL agency (hereinafter referred to as the "Agency") and the principal and contractual partner (hereinafter referred to as the "Customer").

By placing an order and accepting deliveries and services from the Agency, the Customer acknowledges the following General Terms and Conditions. Any deviating terms and conditions of the Client are hereby rejected.

2 Conclusion of contract, organisation and implementation

2.1 Offers made by the Agency shall in all cases be non-binding and shall not constitute any obligation on the part of the Agency.

2.2 The basis of each event and thus the basis of the business relationship shall be a concept approved by the Client, a detailed description of services agreed with the Client, a cost plan and a written order. The organisation, implementation and design of the event shall be based on these principles. Significant changes shall be agreed with the Client in writing.

2.3 The prices listed in the offer are net prices and stated in euros, to which the respective VAT due shall be added. Any changes in the VAT rate shall be borne by the customer.

2.4 The prices for all services and deliveries are based on the minimum number of participants stated in the offer. If the minimum number of participants is not reached, the Agency reserves the right of subsequent calculation.

The final number of participants must be confirmed by the Client no later than 4 weeks before the start of the event.

2.5 Furthermore, all prices shall apply subject to the proviso that the underlying order data remain unchanged. The Agency reserves the right to change the agreed, confirmed prices for objectively justified, substantial and unforeseeable reasons to the extent that their increase affects the participant price.

2.6 The Agency shall be permitted to subcontract its contractual services to third parties. In accordance with the scope of services agreed with the Client, the Agency shall act as general contractor vis-à-vis third parties. Unless otherwise agreed in writing, the individual contracts shall be concluded directly between the Agency and the third parties. In order to ensure smooth execution of the order, the Client undertakes to have communication with third parties carried out exclusively by the Agency. Direct contact by the Client with any third parties to the exclusion of the Agency is not envisaged.

3 Terms of payment

3.1 Unless otherwise agreed in the offer, the following terms of payment shall apply:

The event with all individual services listed in the offer shall only be definitively confirmed upon receipt or receipt of a deposit of 30% of the calculated total costs.

A further 20% of the total costs shall be paid up to 90 days before the start of the event.

The balance of 50% of the total costs is due 30 days before the start of the event.

3.2 Should agreed instalments not be paid by the Client by the due date, the Agency shall be entitled to consider the contract cancelled.

3.3 The final invoice shall be issued after the end of the event and shall be settled no later than 14 days after the date of issue. The Agency shall be entitled to charge reminder fees and customary bank interest on arrears in the event of late payment.

4 Cancellation of the event

4.1 Cancellation declarations or notifications of change shall only be valid in written form and shall take effect on the day (acceptance Monday to Friday, daily by 6.00 p.m.) on which they are received by the Agency.

4.2 If the Client withdraws from the contract, the following cancellation charges shall apply:

- 90 days and more before the start of the event: 30% of the calculated total costs.
- 89 - 30 days before the start of the event: 50% of the calculated total costs
- 29 and fewer days before the start of the event: 100% of the calculated total costs.

4.3 Compliance with agreed deadlines and dates is subject to the customer having fulfilled his contractual obligations, in particular having provided all necessary documents, permits, names of participants as well as the agreed down payments on time and in accordance with the contract.

5 Copyright and rights of use

5.1 All ideas, presentations, project sketches, project papers, concepts, plans, works and layouts produced by the Agency shall be the intellectual property of the Agency.

5.2 Any use, even partial, of offers as well as other works and services presented or handed over with the aim of concluding a contract (presentations, offers, concepts, etc.), whether or not they are protected by copyright, shall require the Agency's prior written consent. This shall also apply to use in modified or edited form and to use of the ideas underlying the offers.

5.3 The Agency shall be entitled to document the production on image and sound carriers of any kind and to distribute or publish all photographs, video and film recordings resulting from the contractual relationship, as well as other technical reproductions, for its own advertising or editorial purposes, without restriction of the spatial, factual and temporal areas of validity.

6 Liability / Warranty

6.1 The Agency shall be liable for the performance of the services to be rendered under this contract with the diligence of a prudent businessman within the limits of intent and gross negligence.

6.2 Defects in the contractual services shall be notified to the Agency without delay. The Client shall be entitled to have all defects in the contractual services remedied within a reasonable time and in an economically reasonable manner. If the Agency does not rectify the defect or if rectification is not possible or economically reasonable, the Client may demand a reduction.

6.3 The Agency shall only be liable for damage to persons or property caused by employees or agents of the Agency in the event of negligent or intentional actions, unless mandatory statutory regulations conflict with this.

6.4 The Agency undertakes to take out organiser's liability insurance for personal injury and property damage and to submit a corresponding policy on request.

6.5 If delivery and service delays and obstacles occur due to force majeure, such as war, civil unrest, epidemics, currency, trade policy or other sovereign measures, natural disasters, accidents, destruction of accommodation or events that make delivery or service significantly more difficult or impossible for the Agency, even if they occur at the Agency's suppliers or service providers or their sub-suppliers or sub-service providers, the Agency shall not be responsible for this, even in the case of bindingly agreed deadlines and dates.

7 Miscellaneous

7.1 Both parties shall treat business and trade secrets of the respective other party and information received from the respective other party that is not publicly accessible as confidential. The parties undertake to keep confidential all data and information related to their activities and shall also pass on this obligation to their employees and third parties.

7.2 The Client may not transfer its contractual rights to third parties without the consent of the Agency.

7.3 The processing of data, including its disclosure, shall be carried out in compliance with the statutory regulations, in particular the provisions on data protection.

8 Final provisions

8.1 The waiver by the Agency to exercise or enforce any right or provision of these GTC shall not constitute a waiver of such right or provision.

8.2 If these GTC are translated into a foreign language, the German version of the GTC shall always prevail in the event of any linguistic ambiguity.

8.3 Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision

the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

8.4 The place of performance and exclusive place of jurisdiction for deliveries, services and payments as well as for all disputes arising between the parties shall be the registered office of the Agency, Palma de Mallorca. This agreement and the entire legal relationship between the contracting parties shall be governed by the law of the Kingdom of Spain.