

# General terms and conditions of Magic Sky GmbH

## I. General provisions for all operating areas

1. The obligations of Magic Sky and the contractual partner only apply after the written confirmation of Magic Sky in combination with these general terms and conditions – insofar the contractual partner does not contradict immediately in writing. Terms, which differ from the original terms shall be agreed on in writing, more specifically with an updated written confirmation of Magic Sky. Oral collateral agreements are not binding.
2. Place of performance for any and every claim of Magic Sky towards the contractual partner is Karlsruhe/BRD. Payments may only be made in EURO. In case a foreign currency is declared within the written sales confirmation of Magic Sky, the remuneration will be converted according to the mean rate of exchange of the European Central Bank from the day of the letter of confirmation. In case of a default of payment, the contractual partner is obliged to pay a default interest of 16%.
3. Any claims for compensation towards Magic Sky are rejected, as long these claims are not based on grossly negligent or deliberate actions, which are substituted by Magic Sky.
4. In addition, the substantive and procedural law of the Federal Republic of Germany applies to the legal relationships between the contracting parties. Mannheim is the place of jurisdiction for all disputes arising from contracts with a businessman as a contractual partner.
5. Prices and payment conditions will be agreed-on for every single event, separately. The contractual partner agrees to pay the order amount within 14 days after the receipt of the invoice to the Magic Sky bank account, in case no other payment conditions have discussed or agreed-on. All technical information are supplied without liability, models and delivery options are subject to change.
6. The validity of all other provisions or agreements shall not be affected, in case a provision in these terms and conditions be or become invalid. The parties are obliged to agree on a permissible provision, that comes closest to the documented will of the party.

## II. Renting of a roofing structure

1. The Magic Sky GmbH leases roofing systems out. Profound details about the exact operating conditions are essential to protect the rented systems and ensure their functionality. The contractual partner is obliged to communicate all necessary factors on the specific project, which are and might be essential for the technical implementation, as soon as possible, in writing. If structural aspects, which are relevant for the implementation, are not communicated or communicated too late by the client, Magic Sky reserves the right to invoice possible additional costs for the implementation or even suspend any further works in the event of an impossibility of installation. In this case, the client has no right of recourse or damage claims against Magic Sky GmbH.
2. The rental period is generally defined from the point of time, at which the material leaves the Magic Sky warehouse until the date, on which the material arrives back at the Magic Sky warehouse. Therefore, the rental period also includes the transportation time. The agreed-on rental period may not be exceeded. If the client is not able to adhere to the agreed on rental period, the client is

obliged to inform Magic Sky immediately in writing. Every day, which exceeds the initial date of return, will be invoiced with the general daily rental price of the rented system. The client is furthermore obliged to pay any financial compensation in Magic Sky, if the exceedance of the rental period caused a verifiable damage to Magic Sky.

3. Magic Sky is fully freed from its contractual obligations for the time of disturbance in case of war, riots, legal industrial action, orders from higher authorities, shortage of energy and raw materials, traffic and operational disruptions as well as any other case of force majeure (incl. for our suppliers). The impediments and its omission need to be communicated immediately. If any direct fault for a performance failure of Magic Sky can be excluded, further claims are expressly excluded in the event of force majeure.

4. The responsibility and liability is transferred to the client, as soon as the rented object(s) is handed over to the transportation agency at the Magic Sky warehouse. This also occurs, if Magic Sky covers the transportation costs. If Magic Sky uses its own vehicles for the transportation of the goods, the responsibility and liability of the rented object(s) is transferred to the client as soon as the trucks arrive at the construction site or as soon as the material is unloaded at the dedicated location of the client. If Magic Sky also takes care of the installation of the rented object(s), the responsibility and liability is transferred to the client as soon as the installed product is handed over. If there is no debt to be discharged at creditor's domicile Magic Sky will – in case the client wishes to do so – organize a transportation insurance for the rented goods, which costs will be paid by the client. The client's obligation to bear the risk and costs for the rented product ends with the arrival of the material at the Magic Sky warehouse, if Magic Sky didn't use its own vehicles for the transportation or organized the dismantling of the product itself.

5. The client is obliged to ensure the feasibility of the construction site, before the start of the setup in terms of the installation of the product, a cleared and clean area, compressed surface according to the needs of Magic Sky, a leveled area and enough space and access roads as well as all agreed on building machinery and necessary power supplies. If not otherwise agreed, these costs will be borne by the client. The power supply always needs to be organized any paid by the client.

6. The client is obliged to inform Magic Sky before the start of the installation about the exact position incl. a measured plan with axle and depth indications of any kind of pipeline, supply line and power supply line, which could possibly be damaged by the rented product during its setup. The client must ensure, that supply lines, in particular overland (electricity) lines, which run above or next to the place of installation of the rented object, have the minimum distance from the rental object specified by the legislature or ordinance. Magic Sky will not be held liable for any damages towards pipes, lines or cables, which have not been communicated beforehand or have been communicated incorrectly by the client.

7. In case the installation of the rented product takes place with the help of auxiliary staff, provided by the client, any costs for such staff as well as the registration with the responsible trade association, needs to be borne and organized by the client. Magic Sky does not have the authority to issue instructions towards the auxiliary staff. This authority rests exclusively with the client. The client undertakes to comply with the requirements of the Minimum Wage Act when paying the staff employed by him, including the staff of a subcontractor commissioned by the client. If the client or his subcontractors violate the Minimum Wage Act, Magic Sky is released from any liability

under the Minimum Wage Act towards the client and any third party. If Magic Sky is imposed a fine due to a negligent breach of the law on the part of the client in accordance with Section 21 of the Minimum Wage Act, the client will forfeit a contractual penalty in the amount of the fine, when it becomes legally binding. The assertion of any other claims may remain unaffected.

8. Documents, plans, data, engineering details as well as any other documents, provided and created by Magic Sky, may not be used or handed over to third parties by the client, if Magic Sky is not commissioned with the project implementation. If any data, provided by Magic Sky, is passed over to a third party nevertheless, the client is obliged to compensate Magic Sky accordingly.

9. Delays and waiting times during the setup, dismantling as well as during the loading and unloading phases of the trucks, which are not caused by Magic Sky, will be invoiced according to the generally applicable hourly rates to the client.

10. The Magic Sky canopy structures cannot be installed in case of bad weather conditions such as, hail, storm, snow etc., as well as if the on-site conditions have not been communicated correctly or in adverse circumstances, which are to be considered as force majeure. In this case, the client is not obliged to claim any compensation fees towards Magic Sky.

## III. Defects of rented goods

1. If not attributable to the client or a third party, Magic Sky is obligated to repair essential material defects on its own costs, which have been reprimanded in time. Magic Sky is also entitled to remedy the defect by providing a functionally equivalent rental item. In case a notice of defect is unjustified, Magic Sky is able to demand a compensation for the incurred expenses.

2. A rent reduction is precluded, if the product is not missing an essential feature or becomes missing during the rental period. This does not affect the obligation of Magic Sky to hand over a product, which complies with the contractual features.

3. If the rented product appears to have damages, staining or other flaws attributable to the client, Magic Sky needs to inform the client about such occurrences (within 5 working days) after its sighting and give the client the opportunity to review the communicated flaws. The estimated costs for the correction of such faults including maintenance works will be communicated to the client, before the repair work take place, if possible. The actual costs for needed cleaning and maintenance work will be communicated and invoiced accordingly.

## IV. The Clients' Obligation

1. Irrespective of other contractual and statutory obligations, the needs to:
  - a) take care of the immediate eviction of snow from the canopy roofs
  - b) take care of all reasonable safety precautions in case of force majeure
  - c) refrain from any structural adaptations towards the rented goods
2. Any sublease or transfer of use needs a written approval of Magic Sky beforehand.

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3. The Magic Sky canopy systems must be grounded on site by an electrical engineer at the expense of the client.

4. The client needs to insure the rented material against the following risks:  
Fire, lightning, explosion, burglary, storm damage, vandalism, flooding and theft.

5. The client is obliged to allow the Magic Sky personnel unrestricted access to its canopy system and material and provide appropriate access authorizations and car parking cards with appropriate notice.

6. If, due to its nature, the subsoil of the construction site is to be protected from the use of construction machinery, the rental object itself or other necessary structural measures, the client is responsible for organizing adequate soil protection, unless otherwise agreed in writing

7. Magic Sky does not take any responsibility nor liability for works, equipment or any other element installation towards or on the Magic Sky system, performed by a third party or the client himself.

## V. Contract withdrawal and charges

1. If the client wants to withdrawal form the contract after its written confirmation, the withdrawal needs to take place in writing. Oral subsidiary agreements are not being recognized.

2. If an already confirmed order of up to 2 (two) systems is being cancelled before the setup or collection of the rented goods, the following cancellation policies apply:

14 days prior, or less, to the setup or collection, the client is obliged to pay 100% of the overall sum.

21 days prior, or less, to the setup or collection, the client is obliged to pay 80% of the overall sum.

28 days prior, or less, to the setup or collection, the client is obliged to pay 60% of the overall sum.

56 days prior, or less, to the setup or collection, the client is obliged to pay 30% of the overall sum.

Up to 56 days prior to the setup or collection, the client is obliged to pay 20% of the overall sum.

3. If an already confirmed order of more than 2 (two) systems is being cancelled before the setup or collection of the rented goods, the following cancellation policies apply:

28 days prior, or less, to the setup or collection, the client is obliged to pay 100% of the overall sum.

42 days prior, or less, to the setup or collection, the client is obliged to pay 80% of the overall sum.

Up to 42 days prior to the setup or collection, the client is obliged to pay 60% of the overall sum.

4. If the client guarantees a substitution event of the same size and scope within the same calendar year in writing, the client is only obliged to pay 15% of the overall sum regardless of the point in time of the cancellation and its scope, as long as a project implementation is planned with the Magic Sky material and Magic Sky is able to provide the needed material according to its availability.

5. The client is not intitled to a right of retention of the rented goods. The client only has the right to offset, if the claims are undisputed or legally established.

6. If the client wishes or needs Magic Sky personnel at a certain destination for a (one) site visit, the following daily rates within Germany will be invoiced, if the event doesn't take place:

Construction manager: 500,00 EUR (net) incl. travel expenses

Magic Sky Project manager: 650,00 EUR (net) incl. travel expenses

Magic Sky engineer: 850,00 EUR (net) incl. travel expenses

Magic Sky CEO: 1.500,00 EUR (net) incl. travel expenses

The daily rates excl. the travel expenses will be invoiced for site visits outside of Germany.

If the event is being implemented with the use of a Magic Sky product, the costs for one site visit will be remitted.

## VI. Additional clauses in combination with special constructions

1. A special construction is defined as a construction, which differs from the inventory products in terms of the construction itself and/or in its static aspect, with which the inventory product is modified or enlarged as well as installations, which completely differ from the inventory products. This includes the Groundsupport structure as well as the membrane.

2. Concept ideas, designs, drawings and construction details need to be communicated and handed over to Magic Sky as soon and early as possible.

3. The client is obliged to communicate all necessary factors for the project implementation in written form as soon as possible. If structural aspects, which are relevant for the implementation, are not communicated or communicated too late by the client, Magic Sky reserves the right to invoice possible additional costs for the implementation or even suspend any further works in the event of an impossibility of installation. In this case, the client has no right of recourse or damage claims against Magic Sky GmbH.

4. The needed production time and schedule will be communicated by Magic Sky, after the design and size of the construction is finalized and communicated. Subsequent changes and adaptations can cause an increase of the production and delivery period. In this case, the client has no right of recourse or damage claims against Magic Sky GmbH.

5. If an already confirmed order is being cancelled before the setup, delivery or collection of the rented goods, the following cancellation policies apply:

By the time the raw material for the special construction is being bought, which will be communicated to the client by Magic Sky, the client is obliged to pay 60% of the overall sum.

42 days prior, or less, to the setup or collection, the client is obliged to pay 80% of the overall sum.

28 days prior, or less, to the setup or collection, the client is obliged to pay 100% of the overall sum.