

# Große Orangerie

## SCHLOSS CHARLOTTENBURG

### Orangerie Berlin GmbH General Terms and Conditions for the Assignment of Orders

#### I - General

1. The following general terms and conditions ("GTC" in the following) of the Orangerie Berlin GmbH (Customer) are an integrated and essential appurtenance of the business relations between the Customer and their Contractors. Deviations from the following provisions in the terms and conditions of the Contractor are not binding, insofar as differences from the current regulations and provisions exist.
2. With the acceptance of an order, the Contractor recognizes the following provisions.

#### II - Contracting Parties

The contracting parties are the respective Contractor and the Orangerie Berlin GmbH, Spanauer Damm 22-24, 14059 Berlin (Customer). Also, insofar as one of the parties uses a third party during the execution of a contract, this third party does not become a party to this contract.

#### III - Scope

All offers, services and deliveries of the Contractor exclusively occur on the basis of these terms and conditions. These will also apply to all future business relationships, even if they are not expressly agreed upon again. Deviating confirmations by the Customer with reference to the their own General Terms and Conditions are herewith rejected.

#### IV - Third Parties

The Contractor is entitled utilize third parties for the fulfillment of their liabilities arising from this contract. If they utilize this right, this establishes no contractual relationship between the appointed third parties and the Customer. The Contractor will bear liability for breaches of contract on the part of the appointed third parties and for their careful selection and supervision. The Customer is to be informed in writing of the appointed third parties before the contract conclusion.

#### V - Withdrawal by the Customer

The Customer is entitled to withdraw from the order at any time for exceptional cause. An exceptional cause is, e.g., a cancellation or relocation of the event in which the Contractor is active for the Customer. Nevertheless, In this case, the costs incurred up to the withdrawal are to be reimbursed and services already partially fulfilled are to be remunerated.

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### **VI - Liability**

1. The liability of the Customer is limited to damages arising from wrongful death, personal injury or health impairment that are based on a gross negligent breach of duty of the Customer or the deliberate or gross negligent breach of duty of a legal representative or agent of the Customer. In addition, the Customer will bear liability for other damages to the extent that they are based on a gross negligent breach of duty of the Customer or on a deliberate or gross negligent breach of duty by a legal representative or agent of the Customer.
2. The Customer assumes no liability for loss, damage or injury to persons or property of the Contractor that are based on the actions of a third party who is not a legal representative or agent of the Customer or force majeure. Such occurrences include war, civil unrest or armed riots, conflicts, natural disasters, fires, acts of terrorism, extreme weather conditions or other events that are outside the control of the Customer. This is also valid for damage to the property of the Contractor when the renting of this property is included in terms of the contract between the Customer and the Contractor.

### **VII - Limitation of Liability**

Provided that the other provisions of these terms and conditions do not exclude a liability, the potential liability of the Customer is limited to a maximum amount equal to the value of the contract.

### **VIII – Confidentiality**

The Contractor is obligated to the confidentiality with all facts known through the agreement. This is also valid for documentation made available or created in cooperation. The confidentiality liability of the contracting partners of the Contractor also continues after the termination of the contract.

### **IX – Applicable Law and Jurisdiction**

1. This contract and all rights and duties resulting from it are exclusively governed by the laws of the Federal Republic of Germany with the exception of the UN Sales Convention.
2. The jurisdiction for legal disputes resulting from this contract is Berlin.

### **X - Form Agreement**

Changes and additions to these GTC and to the respective contract of use must be in written form. The contracting parties may not reach ancillary verbal agreements. The waiver of the written form requirement may only be executed in writing.

### **XI - Final Provisions**

1. The Customer is entitled to rework and amend these general terms and conditions at any time at their own discretion.
2. It lies in the liability of the Contractor to visit our website and become familiar with the current version. The Customer is also entitled to inform the Contractor of changes by other means.

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3. The Contractor commits their self to paying the legal minimum wage at the current rate of 8.50€ gross to the employees whom they employ in the course of providing their service to the Customer. Equally so, the Contractor bears the responsibility for the granting of the legal minimum wage to the employees of the subcontractors whom they appoint in the course of providing their service to the Customer. The Contractor expressly releases the Customer from the liability for minimum wage claims in those internal relationships. Upon request by the Customer and with adherence to random samplings for the verification of the provision of minimum wage, the Contractor is obligated to provide corresponding proof of the legally correct payment of the minimum wage.

## XII – Severability Clause

Should a provision within this contract be ineffective or become ineffective, the effectiveness of the remaining provisions of this contract remains unaffected by this. In this case, both parties undertake to promptly agree on a legally effective provision that reflects the intended economic purpose of the provision as closely as possible.

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