

## General Terms and Conditions of Business

### 1. Conclusion of contract

The contract between you and Kreaktiv Events GmbH, hereafter called KE, is concluded when you confirm our offer in writing, by telephone or in person. From that moment on, the rights and obligations arising from the contract become effective for the parties. With that, you acknowledge these general terms and conditions of business as being an integral part of the contract.

### 2. Prices

The prices for the services are set out in the enclosed offer. These prices are expressly subject to change. For individually-tailored offers, either a fixed-rate sum for organising the event or remuneration according to the time spent may apply. Additional services requested after confirmation of the order will be charged for according to the time spent.

### 3. Terms and conditions of payment

The arrangement price shall be paid as follows:

- a) A down payment of 50% on conclusion of the contract
- b) Payment of the balance at the latest 30 days after the event. Late payment will entitle KE to refuse to provide the services. The final number of participants indicated by you up to 3 working days before the event serves as the basis for invoicing. Should external service providers require stricter terms and conditions of payment or the final number of participants has to be indicated earlier than 3 days before the event, those terms will apply.

### 4. Cancellation by the customer

If you withdraw from the contract

- a) 60 to 31 days before the event, 25% of the arrangement costs will be payable;
- b) 30 to 11 days before the event, 50% of the arrangement costs will be payable;
- c) 10 to 4 days before the event, 75% of the arrangement costs will be payable;
- d) 3-0 working days before the event, 100% of the arrangement costs will be payable.

The fixed-rate sum for organising the event mentioned under Article 2 will be payable in the case of any cancellation.

### 5. Cancellation or change by Kreaktiv Events

KE may, for important reasons, make changes to the performance of the service or cancel the event altogether. Important reasons include, for example, acts of God (weather conditions and natural disasters), safety risks or official measures. Services already provided by KE will be charged for in full. Programmes are subject to other changes.

### 6. Complaint

Please notify the KE support person or the organiser of any complaints either on the day of the event itself or contact us in writing or by phone within seven days after the event.

### 7. Liability

KE assumes liability, within the framework of these general terms and conditions of business, for carrying out the programme with the listed services. Exceptions are any lesser services which may arise due to acts of God or the participants' own fault. Liability covers only direct damage, injury or loss, but up to a maximum of the arrangement price. The hired service providers (e.g. transport companies, hotels, restaurants, etc.) assume, absolutely, their own liability towards you for providing their services within the framework of the legal regulations.

KE cannot assume any liability for damage or disadvantages of any kind for which the organiser or persons assisting the organiser are not responsible or for which they are responsible to only a minor degree.

### Organiser's activity

The organiser assumes liability for the actions of the activity leader only if he acts culpably in the performance of his activity leader duties.

### Agencies activity

On behalf of its customers, the organiser handles the arrangement and finding of products and services of other activity organisers. No liability can be assumed for this agency service in regard to fulfilment of contract, accidents, delays, losses or other irregularities. Further liability exclusions include damage, loss or injury due to acts of God, strikes, natural disasters or orders issued by the authorities.

If KE legitimately assigns the execution of the event to a third party, the organiser is not liable for its actions and omissions.

If the instructions of the organiser or the persons assisting it are not followed, any liability on the part of the organiser no longer applies.

### 8. Insurance

The participants are not insured by KE. We recommend that you take out cancellation insurance and also ensure that you have sufficient health and accident protection insurance. Participation is at your own risk

### 9. Damage to property

All material and equipment of Kreaktiv Events GmbH is insured against fire, natural disasters, water and breaking and entering risks. Damage to material and equipment and any acts of vandalism or destruction by the participants are payable by you. Kreaktiv Events GmbH cannot assume any liability for items, clothing, material or equipment which you or the participants bring with you/them.

### 10. Court of jurisdiction

Swiss law applies exclusively to this contract. Legal action against KE can be brought only in the locality of the registered office of Kreaktiv Events GmbH in Uitikon-Waldegg.

### 11. Organiser

Kreaktiv Events GmbH  
In der Rütli 2  
8142 Uitikon-Waldegg  
Telephone 044 457 67 80  
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