

#### § 1 Scope

These General Event Terms and Conditions (hereinafter referred to as AVB) shall apply to the execution of the events in the event rooms and areas that are made available by IkUM - Ingelheimer Kultur und Marketing GmbH (hereinafter referred to as IkUM) in der kING Kultur- und Kongresshalle and in the Ingelheimer Winzerkeller (hereinafter referred to as the Venue) as well as to the provision of services that accompany events and to the provision of mobile equipment at events.

These AVB are a binding part of the contract concluded between IkUM and the organiser. Any additional or contradictory contractual terms and conditions of the organiser shall only apply if IkUM has explicitly recognised these in writing. If any agreements that deviate from these AVB are made with the organiser in the contract such agreements shall always take precedence over the corresponding regulation within the AVB and within safety and fire prevention provisions.

### § 2 Conclusion of a contractual relationship, contractual supplements, reservations, arrangement of event-related program points

- 1. Insofar as nothing to the contrary is agreed in the reservation confirmation or in the contractual offer contracts with the IkUM shall only be effective in writing and with the signature of both contractual partners. If the IkUM sends a non-signed official copy of a contract to the organiser a contract shall only be concluded when the organiser signs the copy of the contract and sends it to IkUM within the deadline stated in the contract/quotation and subsequently receives an order confirmation of the contract. The requirement for the written form shall also be deemed to be met if copies of contracts are signed with a simple electronic signature (for example, a scanned signature) or pursuant to the electronic form as per Section 126a BGB.
- 2. If any retrospective supplements or amendments to a contract are agreed, the requirement for the written form shall be deemed to be met if the relevant declaration is transmitted in electronic form or by fax and is confirmed by the other party. Any verbal agreements must be confirmed in the same manner without delay. Any requirements issued at short notice and the set-up of technical media and event equipment may also be confirmed by a hand-over report.
- 3. Insofar as nothing to the contrary is agreed in the reservation confirmation or in the contractual offer verbal or written reservations shall only keep open an option to conclude a contract and are thus non-binding for both parties. Such notice ends with the

expiry of the confirmation deadline specified in the notice or in the contact without any requirement for additional notification of the holder of the notice. Reservations must not be transferred to third parties.

- 4. The repeated execution of an event or repeated provision of rooms and areas at certain dates shall not establish any rights for the future.
- 5. Any change to the event title designated in the contract, the period of time of the event, the type of event, agreed event contents, of the intended use or a change in the contractual partner (organiser) and every type of subletting requires the prior written consent of lkUM. Such consent may be refused without stating any reasons. Consent is only possible if the interests of lkUM are not impaired, in particular with regard to already existing or planned events.
- 6. The IkUM arranges (event-accompanying) program offers, such as (winter walk, wine walks, wine tastings, guest tours, ...) The arrangement is carried out in the name and (partly) for the account of third parties / people (hereinafter referred to as service providers). The contract for the booked service is concluded (in part) between the customer and the respective service provider. IkUM and the customer are only linked by the brokerage contract. It follows that in the event of failure of the service and in the event of poor performance, all claims of the customer must be directed against the service provider.

### § 3 Contractual partners, organiser, authorised representatives

The contractual partners are IkUM and the organiser specified in the contract. If the organiser conducts an event for a third party (for example, as an agency) the organiser must disclose this to IkUM and specify the third party in writing to IkUM on the conclusion of the contract at the latest. As the contractual partner of IkUM the organiser remains responsible for all obligations that are imposed on the "organiser" pursuant to the wording of these AVB. Any change in the organiser or any chargeable or free of charge assignment of the Venue to a third party in full or in part requires the explicit written agreement of IkUM.

The organiser shall before the event nominate to IkUM in writing an authorised representative who will manage the event. This authorised representative shall at the request of IkUM assume the role and tasks of an event manager pursuant to the Rhineland-Palatinate Regulation for the Construction and Conduct of Venues ("Verordnung über Bau und Betrieb von Versammlungsstätten, or VStättVO).



Any non-fulfilment of the obligations imposed on the organiser pursuant to these AVB may lead to the restriction or cancellation of the event.

#### § 4 Subject of the contract

The subject of the contract is the assignment of areas and rooms within the Venue for the purpose specified by the organiser as well as the provision of services that accompany the event. Venues, event areas and rooms are assigned on the basis of officially approved emergency exit and seating plans with fixed attendee capacity for the purpose specified by the organiser. The exact description of the object of use, the maximum attendee capacities and the purpose of use shall be provided in writing in the contract or as an annex. If no disclosures on attendee capacities are given the organiser may view the existing, approved emergency exit and seating plans at any time with the presentation of its event planning. Compliance is required with any reduction in attendee capacities in accordance with regulations and official orders. The organiser must ensure that no more than the permissible number of attendees are admitted to the Venue for their event under any circumstances.

The organiser is granted a limited right of use to the use of general public areas, toilets, cloakrooms and entrance areas for the duration of their event. The organiser shall in particular tolerate the co-use of these areas by third parties. If more than one event takes place simultaneously in the Venue each organiser shall conduct themselves so that as far as possible there is no mutual disruption to the other event. The organiser has no contractual claim to restrict the event of a different organiser.

The functional rooms and areas, such as technical rooms, are not the subject of the contact and shall not be assigned to the organiser insofar as no regulation to the contrary is set in the contract or in an annex to the contract. This also applies to wall and building areas as well as to windows, ceilings and wall areas outside the Venue, in particular to general public areas and in the entrance areas.

### § 5 Handover, handling with care and attention, return, deliveries and collections

If the organiser does not make any complaint with the takeover of the Venue and its equipment these shall be deemed to be taken over in an impeccable condition, insofar as there are no hidden defects. If the organiser reports existing damage to the organiser upon takeover this shall be recorded in writing and shall be taken into consideration accordingly when the Venue is returned. Both parties may request the preparation of a written handover report on handover. If the organiser identifies any

damage at a later point in time or if it or its attendees cause any damage the organiser is obliged to report this to IkUM without delay.

Event rooms, areas, equipment and technical equipment must be returned in an impeccable condition, at least however in the condition, in which these were taken over. All objects, structures and decorations that are brought into the Venue for the event by the organiser must be removed in full by the agreed end of dismantling and the original condition must be restored. The Venue must be returned to the IkUM in a cleared condition.

Any repairs or new acquisitions that are necessary in order to restore the original condition that were caused by the event will be carried out by specialist companies at the costs of the organiser. Insofar as thorough cleaning is included in the usage fees only special cleaning that goes beyond the customary degree of soiling shall be arranged at the expense of the organiser and shall be invoiced to it according to the required time and materials.

Any tacit extension of the contractual relationship in the event of a late return is excluded. The regulation of Section 545 BGB [German Civil Code] shall not apply. If the organiser does not clear the Venue in time a surcharge of 15% shall be charged on the customary fees for each started hour. The right to assert further claims for compensation in such a case remains reserved.

Due to the residents' situation in the 'Unteren Sohlstrasse' the logistics hall of the Kultur- und Kongresshalle has been enclosed. Furthermore, the underground car park 'Rathaus/WBZ/kING' has been expanded by a second exit (Gartenfeldstrasse) in order to redirect existing traffic in the time from 10 pm to 6 am. The roller gate of the logistics hall must remain closed both during the day (afternoon quiet period) and also at night. This gate may only be opened during the day to allow vehicles to drive in or out. As soon as a vehicle is in the logistic hall the roller gate must be closed in order to lower the noise level. During the evening/night the roller gate of the logistics hall may only be opened a maximum of 1-2 times between 10 pm and 6 am. The decision whether to open the gate is at the discretion of IkUM. After a vehicle has driven out the roller gate must be closed again immediately. The applicable procedure must be that groups of vehicles leave the logistics hall together if this is possible. The peace and quiet of the residents must not under any circumstances be disturbed at night. Vehicles that do not exceed a maximum height of 2.0 m must be parked in the underground car park 'Rathaus/WBZ/kING' or in a different public parking area (no guarantee that



parking spaces are available/assumption of costs).

#### § 6 Fees, payments

The contractually agreed fees and payment deadlines result from the contract or from an annex to the contract. Consumption- and use-based fee components will be invoiced separately. These will be listed as additional services in an annex to the contract

If there are more than four months between the conclusion of a contact and the conduct of an event the agreed fees may be adjusted by up to 10% to reflect current market price developments. This applies equally to increases and reductions. The circumstances that establish an adjustment must be presented in concrete terms by the relevant contractual partner. A price adjustment may be made once per vear calculated from the conclusion of the contract. A price adjustment within this scope is only permissible if this is not attributable to circumstances for which the relevant contractual partner is solely responsible. If a price adjustment leads to an unreasonable increase or reduction of the total payable fees the contracting parties shall enter into negotiations over the price adjustment.

Depending on the type of the event, the expected number of attendees and possible safety and fire prevention risks in particular as a result of equipment, structures, decorations or effects brought into the venue, usage-based costs may be incurred by the organiser due to the necessity of the presence of a fire safety guard, of paramedics, of admission service and security staff or of specialist technical personnel (cf. Section 40 VStättVO]).

Fourteen days before the commencement of an event the IkUM is entitled to request a surcharge of up to 20% for the additional expenses for theshort-notice provision or short-notice amendment of (additional) services – insofar as these are feasible.

The IkUM is entitled to request advance payments at the amount of the agreed fees and at the amount of the expected consumption- and use-based fee components from the organiser. Insofar as not otherwise contractually agreed these fees must be paid into the account of IkUM by no later than four weeks before the start of the event.

If agreed payments are not made punctually before the event IkUM may refuse to make the venue available. In this case the IkUM shall also be entitled to cancel the contract and to request compensation owing to non-fulfilment.

In the event of arrears in payment interest on arrears

shall be due at the amount of 9% above the base lending rate of the European Central Bank. If the organiser is a "private person or a consumer" the interest rate for the fee receivable shall be 5% above the base lending rate of the European Central Bank. The right to assert higher losses due to arrears shall remain explicitly reserved.

#### § 7 Advertising

Advertising for an event is the responsibility of the organiser. IkUM may carry out advertising measures at costs and by agreement. IkUM is entitled to refer to the event in the event programme and in the Internet insofar as the organiser does not object. The organiser shall be named on all printed matter, posters, tickets and invitations in order to make it clear that a legal relationship is only concluded between the organiser and attendees and not, for example, between attendees and IkUM.

The erection and mounting of advertising boards or posters on the Venue (on walls, pillars, etc.) is only permitted on the basis of a separate agreement with IkUM. The organiser must remove all approved posters and direction signs immediately after the event. The organiser shall bear the obligation to ensure public safety with regard to all advertising measures mounted by it on the site of the Venue. This also includes the special obligation to secure objects in case of storm-like wind conditions. The organiser shall irrevocably indemnify the IkUM from all claims that are established by the fact that the event or the advertising for the event infringes thirdparty rights (in particular copyrights, image and rights, trademark rights, rights under name competition law, personal rights) or other statutory regulations. This indemnification obligation shall also extend to any warning, court and legal prosecution costs that may be incurred.

#### § 8 Ticketing, advance ticket sales

The IkUM exclusively uses the Ticket Regional System for the advance sales of all tickets (online/offline). This exclusive use shall also apply to all events taking place there for third-party organisers that hire the premises of IkUM for an event. In the event of third-party rentals, the relevant third-party organiser may only distribute up to 50% of the ticket contingent via other distribution channels System, the Ticket Regional outside consultation with IkUM. 100% processing via the Regional System is preferred recommended for marketing-related reasons. After the conclusion of a contract IkUM must be informed unsolicited by the organiser of the start of advance sales (date/time). In the event of contingent splitting all tickets must be offered for advance sales at the same point in time and offered online.



IkUM may after commissioning take over the entire processing of the advance ticket sales for the organiser (in the Ticket Regional System only). Contingent splitting shall be carried out by mutual agreement under the presumption that the lessee and the lessor each receive the same number of tickets in the same category. This shall also be reflected in a standard distribution of the rows of seats. If the contingent has been used up in the Ticket Regional System the share of IkUM should be increased after consultation with the organiser. The lessee undertakes to provide IkUM with information about the (advance) sales figures to IkUM both at regular intervals as well as upon request (before and after the event).

Forty-eight hours at the latest before the event the organiser must notify IkUM unsolicited whether tickets will be sold on the door on the day of the event.

The number of places available for advance sales (seats/standing places) is limited by the seating plan approved for the event. The number of persons who are situated in the corresponding hall at the same time may not exceed the capacity of the seating plan. During entertainment events the swing stalls (chairs provided in a stair-like configuration) must be used. Any exceptions require written confirmation from IkUM. The seating plan must be approved by IkUM in writing before the start of advance sales. The lessee/organiser shall make four free tickets, two in the first category and two in the second category (press, emergency services, official duty places, etc.), available to the lessor free of charge upon request.

The IkUM shall provide equipment for entrance and for a scenario involving sales on the door (professional ticket printers, ticket paper, laptop, internet access) (chargeable) (equipment only usable with the Ticket Regional system).

#### § 9 Catering, merchandising, cloakroom

IkUM and the catering companies affiliated with it by contract shall have the right to manage catering. The organiser is not authorised to offer food, drinks, refreshments or similar.

Without the prior written consent of IkUM the organiser is not permitted to order traders of any kind (photographers, flower sellers, amusement ride providers etc.) for its events or to operate a commercial trade itself beyond the direct execution of the event. In the event of consent from IkUM percentages of the sales proceeds, which will be stipulated separately, shall be remitted to IkUM.

The management of the attendee cloakroom for public events is the responsibility of IkUM. It shall decide whether and to what extent the cloakroom will be made available for the relevant event. Attendees shall pay a cloakroom fee in accordance with tariffs as stated on notices. In this case the organiser shall ensure that all attendees of the event hand over their coats, jackets, etc. to the cloak-room. The staff provided by IkUM shall offer support with this. At non-public events the organiser can request the staffing of attendee cloakrooms in return for assuming the costs for cloakroom management. If no party is commissioned to manage the cloakroom the IkUM shall not be liable in the event of any loss of attendee coats and jackets etc. placed in the cloakroom areas.

#### § 10 GEMA, GVL, social contribution for artists

The timely registration and payment of the fees for the performance or playback of works protected under ancillary copyright at GEMA (German society for musical performance and mechanical reproduction rights) - or at GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH [Society for the exploitation of ancillary copy-rights]) are solely the obligations of the organiser. The IkUM may in good time before the event request written proof of the registration of the event at GEMA or GVL, written proof of the invoicing by GEMA or GVL or written proof of the payment of the fees to GEMA / GVL from the organiser. If the organiser is not willing to prove the payment of the fees or is not in a position to do this, IkUM may request from the organiser provision of security at the amount of the expected GEMA fees that are due in good time by no later than fourteen days before the event.

The organiser must meet all obligations pursuant to the German Artists' Social Insurance Act (Künstlersozialversicherungsgesetz). It shall indemnify IkUM from all claims in this respect.

#### § 11 Liability of the organiser, insurance

The organiser shall bear the obligation to ensure public safety in the Venue for all equipment and structures it brings into the event as well as for the safe course of its event.

The organiser must return the Venue to IkUM in the same condition as it took over the Venue from IkUM. The organiser shall be liable for all damage that is caused by it, its vicarious agents and assistants, its guests and attendees in connection with the event. The application of Section 831 (1) 2 BGB is excluded.

The lessee's liability also includes losses caused by



the fact that third-party events cannot be carried out or not as planned as well as losses caused by tumultuous riots, demonstrations, fire, panic and similar incidents initiated by the event (event-based risks).

The organiser shall indemnify the IkUM from all thirdparty claims that are asserted in connection with the event, insofar as the organiser, its vicarious agents and assistants,its guests or the attendees of the event are responsible for these incidents.

Any culpability of IkUM for the cause of a loss shall be taken into consideration pro rata according to the amount. The liability of the IkUM and of the city authorities to ensure the safe building condition of the Venue as per Section 836 BGB remains unaffected.

The organiser shall take out event liability insurance with coverage for personal injuries and damage to property at the amount of at least EUR 5 million (five million euros) as well as

EUR 500,000 (five hundred thousand euros) for financial losses and shall submit proof of this insurance to the IkUM without any request. Taking out this insurance shall not lead to any limitation to the customer's liability with respect to the amount.

If evidence of insurance is not provided up to fourteen days before the commencement of the event or does not provide the cover specified in § 11.6 of these AVB IkUM shall be entitled to take out this insurance at the cost of the organiser or to withdraw from the contract.

#### § 12 Liability of IkUM

The liability of IkUM irrespective of culpability for compensation for initial defects (Section 536a (1) BGB) to the Venue and its equipment is excluded. Any claim to reduce the fee owing to defects is not affected hereby, insofar as this defect or the intention to reduce the fee for the duration of the provision of the Venue is reported to IkUM if the defect is identified.

IkUM shall not accept any liability in the event of any loss of the objects, equipment, structures or other valuables brought into the Venue by the organiser, insofar as no fee-based or special safe-keeping agreement has been reached.

Any liability of IkUM for ordinary negligence is excluded insofar as no material contractual obligations have been breached.

In the event of any breach of material contractual obligations (cardinal obligations) the obligation of

IkUM to compensate for events of ordinary negligence is limited to the direct average losses that are foreseeable according to the type of the agreement and that are typical for the contract. "Cardinal obligations" are understood to be those obligations whose fulfilment makes the proper execution of the contract possible at all and compliance with which the contractual partner may as a rule rely and depend upon, thus the material main contractual obligations.

Insofar as liability is excluded or limited according to the provisions of these General Event Terms and Conditions, this shall also apply to the vicarious agents and assistants of IkUM.

The aforementioned exclusions and limitations of liability shall not apply in case of culpably-caused death, personal injury or damage to the health of persons as well as in the event of an explicit warranty of properties.

#### § 13 Cancellation, termination, rescission

If the organiser does not carry out the event at the agreed point in time for a reason for which IkUM is not responsible it shall be obliged to pay cancellation compensation based on the agreed usage fee. The same shall apply if the organiser rescinds the contract or terminates it without notice, without it being entitled to an individually agreed or mandatory statutory right of termination or rescission in this respect. The cancellation compensation is with respect to the amount in case of termination or rescission as follows:

For events with more than thirty attendees:

up to 9 months before the start of the event 25% up to 6 months before the start of the event 50% up to 3 months before the start of the event 75% fewer than 3 months before the start of the event 90%

For events with fewer than thirty attendees:

up to 2 months before the start of the event 0% (cancellation free of charge) up to 1 month before the start of the event 75% less than 1 month before the start of the event 90%

of the agreed fees. Any termination or rescission must be made in writing and must be received by IkUM within the stated deadlines. If IkUM suffers higher losses it shall be entitled, in place of the lump sum cancellation compensation, to present the amount of its losses and demand compensation from the organiser. The organiser shall reserve the right to prove that no or substantially lower losses were



suffered or the expenses are lower than the requested cancellation compensation.

Any costs incurred as a result of a cancellation of an event for commissioned third-party services (security staff, paramedics, fire service, cloakroom staff, technical equipment etc.) shall be reimbursed by the organiser on production of evidence in the individual case, if these costs are not included in the usage fees as per 13.1 and are specified therein.

If the IkUM succeeds in providing the venue otherwise to a third party in return for payment for a cancelled date the compensation as per Section 13.1 and 13.2 shall continue to exist insofar as the provision to the third party was also possible at another event date.

In the event of a breach of material contractual obligations IkUM shall be entitled to terminate the contract without notice or to rescind the contract, in particular if: the payments to be made by the organiser (fees, provision of security) are not paid or are not paid on time, the intended use described in the contract or agreed event contents are changed without the consent of IkUM, the organiser hands over the Venue to a third party as organiser free of charge or in return for payment without the consent of IkUM, the permissions and/or permits that are required to carry out the event are not granted or are not proven, on the conclusion of the contract, in particular when disclosing the intended use, the organiser concealed that the event would be conducted by a "radical, political, religious or pseudo-religious" association or that the event includes corresponding contents. statutory regulations, in particular regulations under the law governing venues, are breached by the organiser, the conclusion of the contractually required liability insurance is not proven, the organiser upon conclusion of the contract, in particular when stating the intended use, concealed that the event is a political or (pseudo) religious event. If IkUM exercises its rescission right on one of the grounds specified in Section 13.4 it shall retain its claim for payment of the contractually agreed fees, however IkUM must allow saved expenses to be offset against its claim.

IkUM is obliged to set a deadline with the threat of refusal towards the organiser before declaring the termination or the rescission of the contract insofar as the organiser, taking the overall circumstances into consideration, is in a position to remedy the reason that justifies the rescission or the extraordinary termination without delay.

### § 14 Force majeure, restriction of the energy supply

Force majeure is an external incident with severe effects on the contractual relationship, that is unforeseeable in accordance with human understanding and experience, that cannot be prevented or made harmless by financially reasonable means, including the care and attention that may reasonably be expected under the circumstances,

If an event cannot be carried out on the agreed date as a result of force majeure both parties shall be entitled to withdraw from the contract insofar as no agreement can be reached on the postponement of the event.

In the event of withdrawal or postponement the organiser shall be obliged to settle any expenses that have already been incurred by IkUM. These expenses include the costs for external services that have already been commissioned as well as the costs of IkUM for the preparation of the conduct of the event. Depending on the actual amount these expenses may be paid with up to 25% of the agreed fees insofar as the organiser does not object to this. If expenses are not invoiced at the actual costs there shall be no upper limit to these. Otherwise, both contracting parties shall be freed from their payment and performance obligations.

The number of attendees present as well as the absence of speakers, presenters, artists and other participants in an event are within the sphere of risk of the organiser. The latter also applies to incidents that affect an event from outside such as demonstrations and threat situations, which are usually influenced by the type of event, its contents and the media perception of the event. The organiser is recommended to take out interruption and cancellation insurance for its event, insofar as it would like to accordingly cover the associated financial risks.

The interruption of or considerable restriction to the energy supply for the Venue, in particular caused by interventions in the supply network or grid and by official order that are outside the sphere of influence of IkUM, shall equate to a case of force majeure. The assertion of compensation and the reimbursement of expenses are excluded for both contracting parties in such a case.

#### § 15 Rights to offset and rights of retention

The organiser is only entitled to rights to offset against IkUM if its counterclaims have been judicially established, are undisputed or have been recognised by the IkUM.



The same applies to rights of retention insofar as the organiser is a businessperson, a legal entity under public law or a quasi-autonomous special public entity. If the organiser does not belong to one of these groups it shall only be authorised to exercise a right of retention insofar as its counterclaim relates to the same contractual relationship.

#### § 16 Data processing, data protection

1. IkUM assigns to the organiser the property described in the contract to conduct events and provides services that accompany events with its own employees and with commissioned service providers. In order to fulfil the contractually agreed the organiser's personal data and its authorised contacts from IkUM to provide their services, insofar as this is required to carry out the contract or this corresponds to a legitimate interest of the organiser pursuant to Art. 6 (1) (f) GDPR. In addition, IkUM uses the organiser's data for mutual information and communication before, during and after an event as well as for its own offers that accompany events.

Personal data of the organiser, the event manager and their authorised contacts may also be transmitted to coordinate the relevant safety concept for the event to the competent offices/government agencies, in particular the police, the fire service, the public order office and paramedics and emergency services.

IkUM reserves the right in addition to the purposes specified in Section 16.1 to 16.3 also to use the data of the organiser and the authorised contacts it has appointed for its own marketing and to send its own advertising insofar as these persons are business people in accordance with Section 14 BGB. Data subjects have the right to object to the processing of personal data from the purposes of marketing and advertising. In this case this personal data will no longer be processed for these purposes. Objections may be made in any form and should if possible be sent via email to datenschutz@leber-partner.com or made by telephone on: +49 6181 983681.

IkUM processes and stores all personal data that it receives from the organiser as long as this data is required to fulfil contractual and statutory obligations. IkUM will usually erase this data in compliance with the regulations of taxation and commercial law after five years, provided the business relationship is not continued.

If a data subject does not agree to the storage or handling of their personal data or if this data has become incorrect, IkUM will arrange the erasure or blocking of the data or will carry out the necessary corrections in response to a corresponding business purposes the personal data transmitted by the organiser to IkUM will also be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Protection German Data Act BDSG). (Bundesdatenschutzgesetz, or The organiser itself is obliged to inform all data subjects whose data is transmitted to IkUM in the course of planning and conducting the event of the purposes intended in Section 16.2 to 16.5. Service providers for services that accompany events will receive information free of charge about all the personal data about them that IkUM has stored.

instruction. On request data subjects may receive information free of charge about all the personal data about them that IkUM has stored.

#### § 17 Place of performance, court of jurisdiction

The place of performance for all claims from the contract is Ingelheim am Rhein. The law of the Federal Republic of Germany shall apply.

Insofar as the organiser is a business person, a legal entity under public law or a quasi-autonomous special public entity, Ingelheim is agreed as the court of jurisdiction.

#### § 18 Final provisions

Should any provisions of this contract be or become ineffective or impracticable in full or in part, this shall not affect the effectiveness of the remaining provisions of this contract. An effective and practicable regulation shall replace the ineffective or impracticable provision whose effects come as close as possible to the commercial aim that the contracting parties had pursued with the ineffective or impracticable provision. The same applies in the event the contract proves to contain an omission.

As at: April 2024, Ingelheim am Rhein