

GENERAL TERMS AND CONDITIONS

These are the standard terms for Client Business when working with Independent Event Project Manager Kristin Sammann, 276 Triq D'Argens, Flat 14, GZR 1365, Gzira, MALTA, and all work undertaken by Kristin Sammann shall be on these terms unless specifically varied in writing and agreed by both parties prior to the event.

1 EVENT SERVICE CONTRACTING DETAILS

1.1 All contracting will be regarded as provisional until a signed copy of these Terms and Conditions has been received from the Client, along with a non-refundable deposit for the required services (as set out in Clause 3.6 below), and only if accepted by Kristin Sammann will the service contracting be confirmed. Kristin Sammann is not under any obligation to continue holding provisional contracting beyond the given option date (usually ten (10) working days from the formation of the contract), if these have not been received. For the purpose of these Terms and Conditions, "working days" shall mean Monday to Friday inclusive.

1.2 Kristin Sammann shall provide the services and produce the deliverables (collectively, the "**Work**") as detailed in the Quote. A description of any additional Work (if any) and terms associated therewith shall be evidenced by an additional Attachment (consecutively numbered, i.e., Attachment 1, 2, 3, etc.) and shall be subject to the terms set forth herein. Kristin Sammann is not obligated to perform any Work hereunder and the Client has not contracted for any Work unless and until a Quote that references these Terms and Conditions is executed by both parties. The Quote then becomes the Services Agreement.

1.3 In the event that the Client desires to make changes to the Work specifications and/or delivery schedule during the term of the Services Agreement, the Client shall so notify Kristin Sammann, and both parties shall agree in writing (acting reasonably) on necessary adjustments, if any, to the other terms of these Terms and Conditions required to accommodate such changes.

2 ASSIGNMENT OF THE WORK

Kristin Sammann hereby acknowledges that the Client will be the sole owner of the Work and hereby assigns to the Client, all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and all other proprietary or intellectual property rights therein. Kristin Sammann shall execute and deliver such instruments and take such other action as may be required and requested by the Client to carry out the assignment made pursuant to this section. Kristin Sammann waives on a perpetual, irrevocable, and worldwide basis all moral rights in the Work.

3 PRICE & PAYMENT

3.1 All prices quoted by Kristin Sammann may be amended when agreed with the Client and the Client will reasonably consider any errors or omissions or where an increase is caused by a change in the circumstances beyond the reasonable control of Kristin Sammann.

3.2 As complete and final payment for the Work and all rights granted herein, the Client shall pay Kristin Sammann as indicated in the applicable Services Agreement.

3.3 All payments due hereunder are conditional on the Client's written acceptance of the Work and the Client's receipt of a written invoice for all amounts due under the Services Agreement, the payment terms of which shall be not less than net ten (10) working days. Kristin Sammann shall bear sole responsibility for all expenses incurred in connection with the production of the Work, unless otherwise agreed in writing by the Client.

3.4 Any query arising from an invoice must be notified to Kristin Sammann in writing by the Client within ten (10) working days of the date of the invoice receipt. Failure to comply will render the full invoice payable on the due date.

3.5 Invoices will contain 18 % VAT for business clients registered in Malta or outside the EU. Clients registered within an EU country other than Malta will receive a net invoice according to the reverse charge system if a valid VAT ID is provided. VAT liability remains with the service recipient in these cases.

3.6 Deposit – A deposit of 10 % of the total fee payable (including VAT), as quoted and agreed in the written Quote (attached), shall be payable on confirmation of the order. The remaining 90 % shall be known as the "balance".

3.7 Balance Due – 50 % of the balance of the total fee will be invoiced, which shall be payable twenty (20) working days prior to the event date. The remaining 40 % of the balance of the total fee shall be payable after receipt of the invoice upon completion of the project.

3.8 Additional Expenses – Any additional expenses or fees resulting from any changes made by the Client, that have not been quoted in the agreed Services Agreement but subsequently incurred by Kristin Sammann, will be invoiced with the final invoice after the project.

GENERAL TERMS AND CONDITIONS

3.9 Payment will be due within ten (10) working days of presentation, any queries thereon raised within three (3) working days of presentation, and payment shall be made in accordance with Clause 3.12. Kristin Sammann will agree on any additional expenses or fees with the Client prior to these being incurred.

3.10 Late Contracting – Should a contracting be made within twenty (20) working days of the event or project date, payment of 60 % will be required to secure the contracted services.

3.11 Late Payment – If any invoice is not settled within the given time frame, Kristin Sammann reserves the right to stop performing any services immediately until final settlement.

3.12 Methods of Payment – Bank transfer: Details available upon request to events@cottagetentevent.com
The Client must inform Kristin Sammann in writing (preferably by email) of any bank transfers.

4 WARRANTIES

Kristin Sammann agrees and warrants that:

4.1 Her performance of the Work pursuant to these Terms and Conditions will not violate any agreement or obligation between her and a third party, or applicable law;

4.2 The Work will either be originally created by her or she will obtain all necessary rights to the Work so that the Work may be assigned in its entirety to the Client under Section 2 above; and

4.3 All services provided by her in connection with the Work will be performed in a professional manner and shall be of a high grade, nature, and quality, and performed on a timely basis (including that the deliverables in an applicable Services Agreement will be duly completed, and delivered to the Client, by the delivery dates specified in the Services Agreement).

5 LIABILITY

5.1 Kristin Sammann shall ensure proper performance of the contract and compliance with all obligations of third-party service providers booked by her for the Client in the same way and to the same extent as warranty claims of Kristin Sammann against the third-party service providers concerned exist and are enforceable.

5.2 Kristin Sammann shall not be liable for any damage, loss, delay, or expenses caused to the Client, its employees, agents, licensees or invitees, or any other persons attending the event except insofar as it results from the negligence of Kristin Sammann or breach of contract. Please note that during particular events and on certain activities it may be necessary to request individuals to sign a liability waiver on the day of the event (although the same does not purport to exclude liability for damage to personal property of the Client's employees or staff or property damage caused to the Client's property or personal injury arising as a result of the negligence of Kristin Sammann), in which instances Kristin Sammann agrees to indemnify and hold the Client harmless against all such claims.

5.3 The Client undertakes to support Kristin Sammann in the enforcement of legal claims against third parties which are derived from the performance of the contract.

5.4 The Client shall be liable for changes in bookings, cancellations, no-shows, and the consequences of non-compliance with final dates (deadlines) specified by Kristin Sammann. The Client shall further be liable for damage arising in the course of the performance of their event, unless such damage is attributable to negligent or culpable conduct on the part of Kristin Sammann.

6 CONFIDENTIALITY

Kristin Sammann agrees that at all times during the term of this project, she will hold in strictest confidence, and will not use or disclose to any third party, any confidential information of the Client. The term "confidential information of the Client" shall mean all non-public information that the Client designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. "Confidential information of the Client" includes, without limitation, the Terms and Conditions of the Services Agreement, the Work, information relating to released or unreleased software or hardware products of the Client, marketing or promotion of any product of the Client, business policies or practices of the Client, customers or suppliers of the Client, or information received from others that the Client is obligated to treat as confidential. If Kristin Sammann has any questions as to what comprises such confidential information, she agrees to consult with the Client. "Confidential information of the Client" shall not include information that was known to Kristin Sammann prior to the Client's disclosure to her, or information that becomes publicly available through no fault of Kristin Sammann.

GENERAL TERMS AND CONDITIONS

7 CANCELLATION

7.1 This clause applies to the following: where the Client (a) cancels the entire event services, (b) cancels parts of the services for the event or project, or (c) reduces the duration of the services contracted for the event or project as a result of which the contracted value is reduced.

7.2 Should an event or project be cancelled that Kristin Sammann has been contracted for, the following cancellation charges will apply and extend to the total charge which includes all of her direct provided services. Any contracts including but not limited to required accommodation, venue or meeting room hire, equipment, pre-booked food and beverage charges, and other third-party services related to the event or project are excluded from these cancellation terms, and are subject to their own third-party cancellation terms. The Client will settle any third-party charges incurred by Kristin Sammann on behalf of the Client.

Cancellation Policy

- More than 120 days prior to the event or project: without any charge;
- 120 to 61 days prior to the event or project: 50 % of the quoted fee;
- 60 to 20 days prior to the event or project: 80 % of the quoted fee;
- 20 days or less prior to the event or project: 100 % of the quoted fee.

7.3 All cancellations must be received in writing from the Client and will be deemed to take effect from the date of receipt.

7.4. Notwithstanding 7.2, the parties agree that the Client is entitled to cancel individual services or parts of the tasks contracted and provided by Kristin Sammann (in respect to services performed by herself) to the extent of 15 % of the total value of services ordered in the Services Agreement and its Attachments, which are performed by Kristin Sammann herself, between the date of signing the Services Agreement and 20 days prior to the event or project. The Client shall not be obliged to bear any costs with regard to this reduction of services. Such declaration must be made in writing.

7.5 In case of reductions of more than 15 % of the total value of services, the Client is obliged to pay the respective percentage fee for the value exceeding the 15 %, according to 7.2.

7.6 Kristin Sammann reserves the right to cancel the Client's contracting if there has been a change of more than 40 % of the Client's original contract. Written notification will be sent to the Client.

7.7 Any postponement of confirmed and contracted business will be considered as a cancellation in accordance with the above cancellation policy. However, provided the revised event or project date is agreed and takes place within one-hundred-thirty (130) working days of the original event or project date, payments received by Kristin Sammann from the Client shall form a credit towards the future event or project. The Client shall, in that eventuality, be liable for any and all costs or expenses incurred by Kristin Sammann as a direct result of the postponement.

8 TERMINATION

The Services Agreement shall commence upon receipt of written confirmation of the Services Agreement and Terms and Condition as well as transfer of deposit, and shall continue until it is terminated under this paragraph. A Services Agreement and any Attachments related to it will terminate when all obligations under it have been duly performed by the parties.

9 FORCE MAJEURE

9.1 Kristin Sammann shall not be liable for any delay or failure to perform any of her obligations if the delay or failure results from events or circumstances outside her reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and Kristin Sammann shall be entitled to a reasonable extension of her obligations.

9.2 A written ban of events by the ECDC or by the country's government in which the event will be held is subject to the following Force Majeure terms. However, a recommendation to cancel an event as well as complex and extensive restrictions or requirements for hosting an event are no impediment due to Force Majeure, and should the Client decide to cancel the event or project in this case, cancellation terms in 7.2 will apply.

9.3 In the event of Force Majeure, prompt notice will be given by the party terminating pursuant to this paragraph. The party seeking termination of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove, and overcome the effects of the Force Majeure event. Either party may terminate the Services Agreement up to ten (10) weeks prior to the event or project date if such party reasonably

GENERAL TERMS AND CONDITIONS

believes that a Force Majeure event described in this clause will materially and adversely affect the event or project. If such notice is not received by the other party, it is liable for damages resulting from such non-receipt.

9.4 Should the Services Agreement be terminated due to a Force Majeure event as listed above, Kristin Sammann will refund all deposits related to her performance within ten (10) working days of such notice to the Client. Fees for work already provided including the initial 10 % deposit are non-refundable. Any contracts including but not limited to required accommodation, venue or meeting room hire, equipment, pre-booked food and beverage charges, and other third-party services related to the event or project are excluded from these Force Majeure terms, and are subject to their own third-party Force Majeure terms. The Client will settle any third-party charges incurred by Kristin Sammann on behalf of the Client.

9.5 Both parties may agree on postponing the event or project or putting it on hold. The new date for the event or project may be no later than one-hundred-thirty (130) working days after the impediment of Force Majeure is no longer in place. Payments received by Kristin Sammann from the Client shall form a credit towards the future event or project. Terms of the Services Agreement may be updated and adapted for the new event or project date and have to be confirmed in writing by both parties.

10 GENERAL

10.1 Kristin Sammann is free to engage in other independent contracting activities, provided that she does not engage in any such activities which are inconsistent with any provisions hereof, or that so occupy her time as to interfere with the proper and efficient performance of her services hereunder.

10.2 These Terms and Conditions shall be governed by and construed in accordance with the law of Malta, and the parties hereby submit to the exclusive jurisdiction of the Maltese courts for any claims arising from these Terms and Conditions.

10.3 These Terms and Conditions contain the entire agreement between the parties relating to the subject matter and are only superseded by additional terms in the Services Agreement or Attachments, signed by both parties. They shall not be modified except by a written agreement signed by the Client and Kristin Sammann. Unless expressly provided elsewhere in these Terms and Conditions, these Terms and Conditions may be varied only by a document signed by both parties.

10.4 The parties hereby confirm their express agreement that these Terms and Conditions be drawn up in English.