

General Terms & Conditions
of Dundu Husemann Charisius GbR
March 2024

1. **Subject Matter of the Contract & Artistic Freedom** 1.1. The subject matter of the contract includes all services agreed between the parties provided by DUNDU Husemann Charisius GbR (hereinafter referred to as "DUNDU") to the client (hereinafter referred to as "Contractual Partner"). The subject matter of the contract is determined by the services (performance services) named in the order/offer, which may include: a) Performances with DUNDU puppets of various sizes and designs, as well as the number of DUNDU puppets; b) Performances with other DUNDU objects; c) Musical performances by DUNDU Music with musicians and corresponding rehearsals for the preparation of the respective performances (hereinafter referred to individually and/or collectively as "Performance"). 1.2. DUNDU reserves the right to artistic freedom in the planning, preparation, and execution of the contracted Performance.
2. **Liability** 2.1. DUNDU's liability is excluded, as far as no mandatory statutory provisions are opposed. 2.2. For damages not resulting from injury to life, body, and health, DUNDU is only liable if DUNDU or its agents are guilty of intentional or gross negligence or culpable violation of a material contractual obligation. 2.3. For slight negligence in the breach of essential contractual obligations, DUNDU is liable – regardless of the legal grounds – limited to the amount of the foreseeable damage, which usually does not exceed the amount of the fee. 2.4. An essential contractual obligation includes those obligations that enable the proper execution of the contract in the first place and on which the contractual partner may regularly rely.
3. **Rehearsals** 3.1. For extensive and/or more complex services by DUNDU, especially for more complex or extensive performances or for special choreographies within these performances, the rehearsals will be listed as a cost item of DUNDU in the offer or the invoice. 3.2. The decision on the quantity, coordination, planning, and execution of the rehearsals lies exclusively with DUNDU. 3.3. The contractual partner will provide DUNDU with the location(s) where the contracted Performance is to take place, with sufficient duration and with all equipment/facilities (including sound, lighting, etc.) available, so that a proper and undisturbed rehearsal process can take place. 3.4. As with the performances, artistic freedom within the scope of the rehearsals lies solely with DUNDU.
4. **Payment Conditions** 4.1. The detailed breakdown of costs is derived from the calculation in the offer and/or invoice. 4.2. Unless otherwise agreed, half of the agreed fee, which is listed by DUNDU in the offer or invoice, is due fourteen days before the performance. The other half of the agreed fee must be paid by the contractual partner within fourteen days after the performance and invoicing at the latest. 4.3. Unless expressly agreed otherwise in writing, the contractual partner conducts the event in their own name and at their own expense. 4.4. DUNDU independently pays the artist social security contributions, provided these are explicitly listed in DUNDU's invoice. 4.5. The contractual partner is responsible for the fees payable to collecting societies, especially to GEMA, for the public performance of copyrighted works. DUNDU will provide the contractual partner with a complete, written list of all copyrighted works that are to be performed musically as part of the contracted Performance in due time before the execution.
5. **Weather, Postponement, and Cancellation of Performances** 5.1. DUNDU puppets and objects are made of a special fiber that cannot be exposed to moisture/wetness without being irreparably damaged or destroyed. For outdoor contracted performances, it may be necessary to cover the DUNDU puppets and objects with a special film to protect them from moisture/wetness. However, this possibility of covering and thereby enabling the continuation of the performance exists only in the case of light drizzle. Medium, heavy, and torrential rain cannot protect the DUNDU puppets and objects. 5.2. DUNDU reserves the right to decide whether it is necessary to protect the DUNDU puppets and objects from external influences, especially weather conditions such as moisture or wetness. It is up to DUNDU to decide whether a performance must be postponed or interrupted due to external influences, especially weather conditions, or can continue with a protective cover. 5.3. Should an interruption/postponement become necessary, the respective performance will be postponed for the required period or rescheduled at the nearest possible future date. 5.4. If the contracted performance is not possible/implementable on the agreed performance day due to external influences, especially due to weather reasons as per item 5.1, this falls within the risk area of the contractual partner. The claim for the contractually agreed fee remains valid for DUNDU in this case. 5.5. The decision whether a performance is possible or not possible due to external influences, especially weather conditions, remains solely with DUNDU.
6. **Additional Services of the Contractual Partner** 6.1. The contractual partner organizes accommodation for all DUNDU employees who perform the contracted performance(s). This accommodation must be booked at the contractual partner's own expense in a hotel located no more than 10 kilometers from the performance site and must meet a minimum standard of four stars, including at least 6-7 single rooms for each puppet/DUNDU object used in the performance and a single room for each DUNDU musician; breakfast, parking, and Wi-Fi must be included in all bookings. The contractual partner also provides a sufficiently large and secure (especially against weather and theft) storage space for the equipment (including puppets) for the respective contract performance, especially for the performances. The reservation confirmation for the accommodation must be sent to DUNDU by email 14 days before arrival. 6.2. The contractual partner covers the transport costs of local transport by providing a shuttle service, rental car, or reimbursement of taxi costs, sufficient for any transport for all DUNDU employees who perform the contracted performance(s) and the equipment in the context of the performances and rehearsals. 6.3. The contractual partner provides DUNDU with catering at the event location, including at least one hot meal and a vegetarian option. Non-alcoholic beverages and fruit must be available at all times. Alternatively, a per diem rate of 39€ per person and day applies. 6.4. The contractual partner is obligated to ensure the smooth execution of the further services to be provided by him. If the failure to provide a service leads to obstacles in the preparations or in the execution of the performance by DUNDU, the contractual partner is liable for all resulting damages.
7. **Legal Consequences of Contract Cancellation and Performance Failure** 7.1. The contractual partner is entitled to cancel the contract, especially the performance, only in accordance with the following provisions, beyond the statutory possibilities. 7.2. If the contractual partner cancels the contracted performance(s) in whole or in part and DUNDU becomes aware of this less than six weeks before the performance, DUNDU retains its full claim to the agreed fee. 7.3. If the contractual partner cancels the contracted performance(s) in whole or in part and DUNDU becomes aware of this more than six weeks but less than three months before the

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performance, DUNDU receives a cancellation fee of 75% of the agreed fee. 7.4. If the contractual partner cancels the contracted performance(s) in whole or in part and DUNDU becomes aware of this more than three months before the performance, DUNDU receives a cancellation fee of 50% of the agreed fee. 7.5. The same applies if the DUNDU performance cannot take place due to a reason not attributable to DUNDU and DUNDU only becomes aware of this at one of the times mentioned in items 7.1. to 7.4. 7.6. The aforementioned cancellation conditions under items 7.2. to 7.5. do not apply if DUNDU is solely responsible for the cancellation of the contractual relationship. In the individual cases under items 7.2. to 7.5., the contractual partner is allowed to prove that the reasonable amount of the respective cancellation fee would be significantly lower.

8. Merchandising 8.1. DUNDU is entitled to offer and sell its own merchandising products in connection with the performance. 8.2. The extent and type of products offered must be coordinated with the contractual partner in advance, but no later than 14 days before the event date.
9. Copyrights, Image and Sound Recordings, Usage Rights 9.1. The contractual partner is aware that Mr. Tobias Husemann owns the copyright and trademark rights to the DUNDU puppets, and Mr. Tobias Husemann has transferred the necessary usage rights to DUNDU for the business activity of DUNDU Husemann Charisius GbR, which is why DUNDU is also authorized to fulfill the present contract. 9.2. Within the framework of the present contractual relationship, all rights (especially usage rights, image rights) remain with DUNDU unless there is an explicit and written permission for usage rights, which must be indicated in the order and in the invoice. 9.3. The contractual partner is hereby granted a simple and non-exclusive permission to use recordings (image and/or sound) of the contracted performance(s) authorized by DUNDU exclusively for internal company use, accessible only to a limited group of people, non-public, free of charge, non-commercial purposes. Any other use (especially any direct or indirect commercial use) and/or exploitation of the contracted performance(s) or the DUNDU puppets, etc., requires the prior written permission of DUNDU. The materials intended for use (recordings, etc.) must be submitted to DUNDU in advance and require the explicit prior written permission by DUNDU, which is granted against a reasonable fee not covered by this contract. 9.4. DUNDU is entitled to make image and/or sound recordings of the contracted performance(s) at any location and to use them fully, especially on their website, in social networks, etc. 9.5. If recordings/recordings (image and/or sound) of the contracted performance(s) are made by the contractual partner or by third parties commissioned by the contractual partner, DUNDU receives these recordings/recordings, especially as high-resolution photos and/or all video/music recordings. 9.6. Recordings and/or live broadcasts of the contracted performance(s) for radio, television, and social media and/or for the production of sound and/or image carriers, etc., as well as their uses, require a separate written agreement. In the case of such uses/exploitations of the contracted performance(s), DUNDU is to be appropriately involved in the revenues from such use/exploitation and compensated appropriately for the granting of the respective usage rights. 9.7. In any use/exploitation of the contracted performance(s), especially on image and/or sound recordings and/or streaming, etc., the name DUNDU must be mentioned. For all uses/exploitations (especially contributions in image and sound) that exceed a duration of two minutes, the Stuttgart origin of DUNDU must also be mentioned, as well as the name of the puppet builder,

Mr. Tobias Husemann. 9.8. Any use/exploitation of recordings/recordings of the contracted performance(s) must be submitted to DUNDU for approval before publication and approved by DUNDU in writing.

10. Changes, Applicable Law & Jurisdiction, Set-Off, Limitation 10.1. Changes or additions to the contract require written form. This also applies to the cancellation of the entire contract or individual provisions. 10.2. The entire contractual relationship is subject exclusively to the law of the Federal Republic of Germany. Stuttgart is agreed as the local court of jurisdiction, as far as permissible. 10.3. The contractual partner may only offset with undisputed or legally established counterclaims. 10.4. Claims against DUNDU arising from this contractual relationship are subject to a limitation period of no later than one year from the statutory limitation period.
11. Contractual Parties, Continuation of Conditions 11.1. These General Terms and Conditions of DUNDU have exclusive and priority application for contracts in which DUNDU is a contractual party. Contradictory and/or deviating (general) conditions of the contractual partner are not valid, even if DUNDU provides or accepts the contractually subject services unconditionally in knowledge of contradictory or deviating conditions. 11.2. Should future engagements between DUNDU and the contractual partner for future DUNDU performances be concluded and the contractual partner is classified as an entrepreneur, these present General Terms and Conditions continue to apply, unless new General Terms and Conditions of DUNDU apply at that time, which will then be made known to the contractual partner and have exclusive validity from that point on.
12. Final Provision Should a provision of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.