

General Terms and Conditions for Renting Meeting and Training Rooms of Stuttgart Connector

Status: 26 August 2022

These General Terms and Conditions for Renting Meeting and Training Rooms of the Stuttgart Connector ("**General Terms and Conditions**") apply to the rental of meeting and training rooms of the Stuttgart Connector on the 1st floor of Königsstraße 78 in 70173 Stuttgart ("**Stuttgart Connector**"), an offer of Robert Bosch GmbH, Robert-Bosch-Platz 1, 70839 Gerlingen-Schillerhöhe, Germany ("**Provider**") to customers ("**Customer**"; Customer and Provider hereinafter individually also "**Party**" and together "**Parties**").

1. Scope

- 1.1 The Provider shall provide the Customer with meeting and training rooms exclusively on the basis of these contractual terms and conditions as well as the service description, which are components of the Main Contract. "Main Contract" means the contractual agreement between the Customer and the Provider on the rental of meeting and training rooms of Stuttgart Connector (e.g. an offer or an order form).
- 1.2 Terms and conditions of the Customer or third parties shall not apply, even if the Provider does not separately object to their application in individual cases. Even if the Provider refers to a letter that contains or refers to the terms and conditions of the Customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions.
- 1.3 Individual agreements made with the Customer in individual cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these contractual terms and conditions.

2. Subject matter of the General Terms and Conditions

- 2.1 The Provider shall make available to the Customer meeting and training rooms of Stuttgart Connector in accordance with the general brochure of Stuttgart Connector [<https://stuttgartconnector.com/space>] on weekdays from 8:00 to 22:30 (deviating times only possible by separate agreement). The scope of services and the equipment of the respective rooms can be found in the brochure [<https://stuttgartconnector.com/space>]. Coffee, water and standard moderation equipment are provided by the Provider for all rooms.
- 2.2 The offer to provide the meeting and training rooms is directed exclusively at commercial customers or customers who achieve tax-exempt turnover excluding the deduction of input tax. Consumers [in the sense of § 13 German Civil Code] are not accepted as Customers.
- 2.3 The use of the meeting and training rooms is subject to prior booking of the room and its availability. Use is only permitted within the scope specified in these contractual conditions and in the Main Contract.

3. Booking/Cancellation

- 3.1 Booking requests should be sent to the following e-

mail address Stuttgart.EventsConnector@de.bosch.com, indicating the services to be booked and the desired date. Booking requests do not yet constitute a binding contract. The Customer receives, if necessary after consultation, usually within one week an overview or an offer including the date by e-mail. If the Customer confirms the service details within 3 working days and orders the offer, the provision of the meeting/training room is bindingly booked.

3.2 Cancellation

If the Customer is prevented from carrying out a bindingly booked appointment, the appointment can be cancelled exclusively by e-mail to Stuttgart.EventsConnector@de.bosch.com up to 3 (three) weeks before the booked appointment. The cancellation must be made immediately after the reason for the impediment has become known.

In the event of cancellation later than 3 (three) weeks before the bindingly booked date, the Customer has to pay the agreed remuneration, even if he is not responsible for the cancellation (e.g. in cases of force majeure).

4. Duties of the Customer

- 4.1 The Customer takes over the meeting and training rooms as inspected. After the end of the use, the Customer is obliged to restore the original condition at his own expense and for his own account. In particular, he shall remove all documents, materials and similar items or food brought by him, close windows, turn off lights and turn off televisions in use. The Customer is furthermore responsible for protecting any items and data brought along from theft, unauthorized access and/or damage. This also includes the conclusion of appropriate insurance policies. With regard to items brought along by the Customer, the Provider is not subject to any safe-keeping obligations.
- 4.2 The Customer shall not engage in any illegal, unlawful (esp. use of the premises for anti-competitive arrangements), criminal, disorderly or immoral, violent or aggressive acts, or cause unnecessary noise or disturb others.
- 4.3 The Customer may not make any changes to the meeting and training rooms, and in particular may not bring in additional furniture and furnishings.
- 4.4 Damage and/or malfunctions to or in the rooms must be reported to the Provider without delay. If defects occur that significantly reduce the usability of the rooms, the Customer must first inform the Provider of this so that the defect can be remedied.

If the rectification of the defect is unsuccessful, unreasonable or impossible, the Customer shall only have the statutory claims for reduction and extraordinary termination.

- 4.5 The Customer shall compensate the Provider for all claims, liabilities and costs arising from culpable breach of this contract by the Customer or by his vicarious agents or assistants. The Customer shall be responsible for all acts and damages committed by third parties if the Customer has caused such third party to enter the premises. The Customer shall be liable for the fault of any third party entering the building and the premises at its instigation as for its own fault and shall release the Provider from any liability in connection with any act or omission of such third party.
- 4.6 The Customer shall not be entitled to assign the rights, obligations and liabilities under this agreement, in whole or in part, to any third party, or to permit any third party to use the premises or any other service, unless the Provider consents in writing in advance. It is hereby clarified that the Customer does not have the right to sublease the premises, or to allow any third party to use the premises, even partially, unless the Provider gives its prior written consent.

5. Rights of the Provider

During the use of the meeting and training rooms, at least one representative of the Provider will be present in the room. The Provider shall also have the right to enter the premises at any time for reasons of protection and safety, as well as for maintenance work.

6. Remuneration, taxes

- 6.1 The amount of the remuneration results from the Main Contract or an annex thereto (e.g. price list). The remuneration shall include the usual operating costs for the use of the room as a meeting/training room. Other uses beyond this are not permitted and are not covered by the corresponding remuneration.
- 6.2 All prices are in Euro plus VAT or tax of the same kind under another jurisdiction at the applicable statutory rate.
- 6.3 Unless otherwise agreed in the Main Contract, the remuneration shall be due immediately and payable within 30 days of receipt of the invoice to the account stated therein. The invoice will be issued and sent to the Customer following the use of the meeting/training room or following an unauthorised cancellation (section 3.2 paragraph 2).
- 6.4 Each party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental charges (and penalties, interest and other surcharges thereon) imposed on such party with respect to transactions and payments under the Main Contract.

7. WLAN/Hotspot usage

- 7.1 The Provider shall provide the Customer with access to the internet in the form of WLAN access ("hotspot") in the meeting and training rooms free of charge. This is not a publicly accessible telecommunications service. To use the hotspot, the Customer shall enter a password provided by the Provider.
- 7.2 The provision of the hotspot depends on the respective technical and operational possibilities of the Provider. There is no entitlement to a functioning hotspot or a specific local coverage of the hotspot.
- 7.3 Furthermore, the Provider does not guarantee that the hotspot can be used without interference or interruption. Also, the Provider cannot guarantee any transmission speeds.
- 7.4 The Provider may temporarily or permanently block access to the hotspot at any time. The Provider reserves the right to change, restrict or discontinue access to the hotspot without prior notice in the event of necessary technical repair and maintenance work.
- 7.5 There is no claim that certain services can be used via the hotspot. In particular, port blocking can be performed. As a rule, surfing the internet and sending and receiving e-mails is enabled.

8. Liability

- 8.1 The Provider's warranty liability without fault (*verschuldensunabhängige Garantief Haftung*) due to initial material defects of the premises is excluded.
- 8.2 Further claims for damages by the Customer, including those arising from pre-contractual obligations and tortious acts, may only be asserted insofar as they are based on
- intent or gross negligence on the part of the Provider or his vicarious agents, or
 - on the negligent breach of a material contractual obligation by the Provider or its vicarious agents, or
 - on a negligent breach of duty by the Provider or its vicarious agents resulting in injury to life, limb or health, or
 - on the absence of a warranted characteristic of the premises, or
 - on a mandatory legal liability of the Provider or his vicarious agents.

9. Privacy

All information on the processing of personal data can be found in the Provider's privacy policy. This is available at [\[https://stuttgartconnectory.com/privacy-portal/\]](https://stuttgartconnectory.com/privacy-portal/).

10. Applicable law, place of jurisdiction

- 10.1 The law of the Federal Republic of Germany shall



apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- 10.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms and Conditions is Stuttgart, Germany.

11. Final provisions

- 11.1 These General Terms and Conditions shall take precedence over the provisions of the Main Contract including its annexes, unless the Main Contract expressly deviates from these General Terms and Conditions. In the event of contradictions between the Main Contract and its annexes, the provisions of the Main Contract shall take precedence over those of the annexes (with the exception of these General Terms and Conditions).
- 11.2 Legally relevant declarations and notifications to be made to the Provider after conclusion of the contract (e.g. setting of deadlines) must be made in text form (letter, e-mail) to be effective.
- 11.3 If any provision of these Terms and Conditions is or becomes invalid or unenforceable, this shall not affect the remaining provisions.

Robert Bosch GmbH