

Special Terms and Conditions of 4attention GmbH & Co. KG in reference to “RoboKeeper”

§ 1

General Remarks

- (1) All offers by 4attention GmbH & Co. KG, Eupener Straße 159, 50933 Cologne (“4attention”) in reference to the RoboKeeper (according to Definition in § 2 (1) a)) will take place on the basis of the General Terms and Conditions below (“GTC”). These GTC form the basis of all offers and agreements of 4attention and apply and are considered acknowledged through the placing of orders by the customer (“Customer”) for the duration of the entire business connection with 4attention.
- (2) These GTC are not in effect in respect of consumers in terms of § 13 of the Civil Code (BGB). In principle, contracts concerning the use of the RoboKeeper are not concluded with consumers.
- (3) Terms that contradict or deviate from these GTC are not recognised unless an express written agreement with 4attention occurs on the subject. These GTC are also applicable if 4attention unconditionally performs services in full knowledge of terms and conditions of the Customer that contradict or deviate from its terms and conditions.
- (4) To the extent that the written order confirmation deviates from these GTC, the regulations in the order confirmation take precedence over these GTC.

§ 2

Services of 4attention

- (1) Insofar as nothing different emerges from the respective written order confirmation, 4attention shall make available to the Customer within the framework of sporting events, fairs or other events:
 - a) one or more robot goalkeeper modules (“Modules”) including computer cabinet and various material (e.g. crossbeam system, artificial lawns and banners) (“Accessories”), (designated below as a unit as “RoboKeeper”),
 - b) including the assembly and dismantling of the RoboKeeper as well as the on-site care by employees (technicians and promoters – “service employees”) of 4attention (“Services provided”) for compensation. To the extent that nothing different has been agreed, all service employees from 4attention will appear in RoboKeeper team uniforms.
- (2) The parties to the contract can also agree additional services, for example transport or logistics services or extended or increased times for use of RoboKeeper and service employees, in writing.

- (3) The technical data of the RoboKeeper, its conditions for assembly and use as well as its operational requirements and further details emerge from the order confirmation. To the extent that nothing different emerges from the order confirmation, the following area is required for the RoboKeeper (“action area”): 11 m * 5.5 m * 3.5m for the module as well as a further 4.5 square metres next to or behind the module for the accessories. The action area must be firm and at ground level (the RoboKeeper cannot be operated on ground coverings like gravel or shingle due to safety regulations) and must be able to bear the RoboKeeper’s weight of ca. 2.5 t. For smooth assembly an area of L 12m * W 7m is required.
Electricity requirements: To operate the RoboKeeper a 400 V / 32 Amp three-phase current connection (EEC male connector) is required right next to the module. The capacity of the RoboKeeper amounts to 22 KW. For the supply line only an all-mains sensitive FI-switch can be bypassed.
Heavy goods vehicle access: The transport of the RoboKeeper takes place by heavy goods vehicles. A possibility of access to the action area must be created for the heavy goods vehicle. In the event that loading and unloading directly at the action area is not possible (e.g. stairs must be dealt with), it is mandatory that this be indicated in advance.
- (4) The RoboKeeper is a product with stringent technical requirements. On the basis of changing light conditions, changes in the camera installations or similar, interruptions in operation for technical fine tuning by the service employees during operating times are possible and necessary due to the type of construction, and are therefore not to be interpreted as defects. The module is operational up to a wind force of five. Starting at a wind force of six precautions must be taken that could possibly influence the operation. Starting at wind force eight or during a storm, operation must be discontinued.
- (5) 4attention reserves the right to make construction or design changes, as well as changes to the scope of supply, or technical changes or expansions of the RoboKeeper during the supply time, in particular to improve safety, to the extent that the changes or deviation are reasonable for the Customer, taking into account the interests of 4attention.

§ 3

Conclusion of the contract

- (1) The contract comes about through the acceptance of the Customer’s order placement through the written order confirmation; 4attention sending it via fax is sufficient.
- (2) The order confirmation is authoritative for the content and extent of the contract. Sub-agreements, e.g. concerning additional services, changes and extension of the contract, always require written form and are incorporated into the contract.
- (3) The offer by 4attention is subject to alteration to the extent that it is not otherwise determined in the order confirmation.

- (4) The documents belonging to the offers, such as illustrations, drawings or measurements, or other technical data and descriptions of services, only characterise the object of the contract and do not represent a promise of characteristics.
- (5) 4attention shall retain ownership and copyrights of illustrations, drawings, calculations and other documents. This is valid also for such written documents as are marked as “confidential”. Before passing them on to third parties, the Customer must have the express written approval of 4attention.

§ 4

Prices – Payment conditions

- (1) To the extent that nothing different emerges from the order confirmation, the prices designated in the offer and the order confirmation include all costs, in particular for making the RoboKeeper and the services provided available, the costs for travel to and from the site for service employees as well as any catering and overnight stay costs incurred, and likewise any agreed additional services.
- (2) The legal sales tax is not included in the prices; it will be designated separately on the invoice in the respective legal amount on the day the invoice is drawn up.
- (3) To the extent that nothing different emerges from the order confirmation, the invoice amount is due for payment immediately after the event and must be paid at the latest by 30 days after the event (date of the receipt of payment) without deduction.
- (4) If in the order confirmation a payment to be made before the event is agreed, the following is in effect: If before the beginning of the event the Customer makes a payment in the amount of 50% of the invoice amount, the remaining 50% of the invoice amount is due for payment immediately after the event and at the latest 30 days after the event (date of receipt of payment) with the deduction of a special discount of €150.00. In the event the payment or the remaining amount is not received promptly, the special discount mentioned does not apply. In addition, for the case where the payment is not made on time before the event, 4attention expressly retains the right to withdraw from the contract through a unilateral declaration.
- (5) If the Customer is in arrears, 4attention has the right in addition to demand interest payable on arrears at the rate of 8% over the basic interest rate of the European Central Bank (ECB). In the event that 4attention is in a position to prove higher damages due to default, 4attention has the right to assert them. Before the payment of invoice amounts that are due, including any interest on arrears, 4attention is not obligated to any further service from any current or new contract.
- (6) The Customer can only offset against the claims of 4attention if the Customer’s counter-claim is undisputed or there is a security bond with the force of law; it can only assert a right of retention insofar as it is based on claims from this contract.

§ 5

Supply

- (1) The beginning of the delivery period given by 4attention for providing the services owed in accordance with the order confirmation of 4attention presupposes the clearing up of all organisational and technical questions relevant for the order.
- (2) Keeping to the delivery periods by 4attention furthermore presupposes the correct, prompt fulfilment of the Customer's obligations, in particular those obligations that result from § 6 of these GTC as well as from the order confirmation.
- (3) Delivery deadlines and delivery periods, which can be agreed as binding or non-binding, must be given in writing by fax or e-mail. In the event of additional changes to the contract, appropriate delivery deadlines and delivery periods must be modified or newly determined in the contract in writing by fax or by e-mail.
- (4) To the extent that nothing different emerges from the order confirmation, delivery of the RoboKeeper from the headquarters of 4attention in Cologne is agreed. This is also valid when 4attention carries out the transport with its own means. The transport including loading takes place at the Customer's risk. To the extent that the Customer wishes it, 4attention will take out transport insurance for the transport of the RoboKeeper and indicate this on the order confirmation or agree it separately in writing with the Customer. The Customer shall bear the costs incurred for taking out such an insurance policy. The general payment conditions mentioned under § 4 of these GTC apply.

§ 6

Use of the RoboKeeper

- (1) The Customer shall communicate to 4attention when placing the order whether the RoboKeeper is meant to be set up in closed rooms or in the open air.
- (2) The Customer is obligated to comply with all requirements given by 4attention in the order confirmation or in any other written agreements (cf. among others § 2 of these GTC) and to fulfil them correctly at its own cost, to the extent that nothing different emerges from these GTC or the written order confirmation. In particular it must guarantee the required infrastructure (possibility of access for the heavy goods vehicle transport directly to the place of assembly of the RoboKeeper, electrical connection, appropriate action site, etc.).
- (3) The Customer shall guarantee that the RoboKeeper is set up correctly according to the instructions of the service employees of 4attention. It shall guarantee that at the delivery of the RoboKeeper at least one of its employees or fulfilment or performance helpers is in attendance at the site of use ("place of action").

- (4) A service employee of 4attention will perform an operating test after the assembly of the RoboKeeper and before the beginning of action. After a successful test the Customer will confirm the flawless operation of the RoboKeeper to 4attention in writing through one of its representatives, fulfilment or performance helpers. For this 4attention shall set an appropriate time period for the Customer, as a rule by the planned point in time that the RoboKeeper is commissioned. If the Customer does not declare itself in writing or tacitly in respect of the acceptance of an essential service in accordance with the contract within the time period, the service is nonetheless considered as accepted (§ 640 para. 1 S. 3 BGB).
- (5) The Customer must see to it and take the appropriate precautions so that through the operation of the RoboKeeper injuries and endangering of third parties as well as the service employees are ruled out, both in reference to material and property damage and damage to persons (safety obligations). It must avoid sources of danger or respectively guarantee surveillance and if necessary provide for barriers, warning and instruction signs as well as appropriate surveillance staff (Security) in order to prevent situations where third parties undertake interventions of any kind on the RoboKeeper. 4attention will guarantee only, for example through the installation of standard safety nets, that uncontrolled balls do not leave the action or goal area, and to position the belts of the RoboKeeper in such a way that no participants in the action come into the direct vicinity of the RoboKeeper. 4attention in addition shall see to a regular sequence of action, among other things, so that in every case only one person shoots at the RoboKeeper and no further shots take place at the same time, that the time intervals between the individual shots are long enough so that the RoboKeeper can go back to its start position. The Customer must support 4attention in the fulfilment of its assignments in accordance with this § 6 para. (5) through appropriate surveillance personnel (Security), to the extent that the individual nature of the event, in particular in reference to the size and the composition of the public, appears to make this necessary.
- (6) 4attention has the right at any time to interrupt the fulfilment of the contract, in particular the operation of the RoboKeeper, if from an objective point of view or from the subjective point of view of the technical service employee there are grounds for believing that a risk could arise in any form for the participants in the action or for third parties.
- (7) The Customer releases 4attention from all claims of third parties that could result from an infringement against the duties for road safety transfer in § 6 para. (5) to the Customer, to the extent that a claim is made directly against 4attention. Beyond this it shall take over all costs of legal proceedings that arise for 4attention to defend against these claims.
- (8) The Customer undertakes to take out liability insurance and/or further or other appropriate insurance policies that appropriately insure against the risks that could arise in connection with the operation of the RoboKeeper during the action and during the time period of action.
- (9) The period of action of the RoboKeeper per day of action amounts, to the extent that it is not agreed otherwise in writing, to a maximum of 8 hours (“action time”).

- (10) The Customer must see to it that with actions that last more than one day or to the extent that the RoboKeeper is not brought to the headquarters of 4attention immediately after dismantling, the RoboKeeper is stored safe from break-ins and theft and from storms.
- (11) The Customer does not have the authority, without the written approval of 4attention, to let a third party use the RoboKeeper or to rent it to a third party.
- (12) The Customer must obtain all required approvals and fulfil all conditions that are required for the action at the place of action and during the time of action. All the costs incurred for approvals and tests, fees, costs for the fulfilment of conditions for the authorities, for any necessary safety measure (e.g. first aid duty) as well as all GEMA and TÜV fees must be borne by the Customer, to the extent that it is not agreed otherwise in writing.

§ 7

Guarantee for RoboKeeper

- (1) The Customer has a right to cancellation only for important reasons.
- (2) 4attention is not liable for initial material defects on the RoboKeeper. Otherwise the liability regulation in accordance with § 8 of these GTC is applicable.
- (3) Otherwise the legal regulations apply.

§ 8

Liability

4attention is liable, no matter for what legal reasons, exclusively as follows:

- (1) 4attention is liable for fraud, deliberate acts and gross negligence without limit.
- (2) For minor negligence 4attention is liable only in the event of infringement against an essential contractual obligation (cardinal obligation) as well as for damages for injuries to life, bodily injuries or injuries to health. In the event of minor negligence infringement against cardinal obligations, the obligation for compensation is limited, however, to the foreseeable damages typical for the contract.
- (3) 4attention is not liable for a lack of economic success, lost profits, indirect damages, damages as a result of defects or claims of third parties. In the event of a direct claim against 4attention by third parties, the Customer shall release 4attention and take over the costs of the legal proceedings to defend against these claims.
- (4) The Customer exclusively bears the risks from weather and economic risks of the action during the time period of the action.

- (5) The limitations to liability in accordance with the previous numbers apply by analogy also in favour of representatives, fulfilment helpers and service performance helpers that 4attention makes use of to carry out the contract.
- (6) Any liability of 4attention for warranties given, which must be expressly designated as such in order to be warranties in a legal sense, and for claims on the basis of product liability law, remain unaffected.

§ 9

Ceding of claims

The ceding of claims that the Customer has against 4attention from the business relationship is excluded.

§ 10

Data protection

4attention has the right to store and use electronically all data concerning the Customer that is related to the business relationship for the purposes of carrying out the contract, while complying with the prescriptions of German data protection law.

§ 11

Other

- (1) Changes and extensions of these GTC or the order confirmation as well as the waiver of rights resulting from them require written form to be effective. This applies as well for the amendment or rescinding of this written form clause.
- (2) These GTC are subject to German law, to the exclusion of the UN Convention on the International Sale of Goods as well as to the exclusion of the regulations of international civil law that are alterable subject to mutual agreement.
- (3) For disputes arising from or in connection with this contract, the courts of Cologne have jurisdiction internationally and locally.
- (4) Should individual clauses of the General Terms and Conditions be ineffective, the effectiveness of the contract remains unaffected otherwise. Ineffective clauses shall be replaced by the legal regulation.