General Terms and Conditions of Business for the Rental of Exhibition Space

1. Preamble

1.1. Contracting parties to the rental agreement shall be the Organiser and the Exhibitor. The Organiser will be published in the printed material or on the congress website of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Ingeborg-Krummer-Schroth-Str. 30, 79106 Freiburg, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2 Services on the part of the Exhibitor shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply to the participation of the Exhibitor in future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Exhibitor which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations.

2. Quotation and conclusion of contract

2.1 Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed stand application form shall represent an offer to contract on the part of the Exhibitor. The Exhibitor shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the stand confirmation shall be binding for the agreement, even if these differ from the contents of the application and the Exhibitor does not object to the amendment within 14 days.

2.2 The agreement shall also include the house rules, the product classification as well as the organizational and technical provisions of the event location which shall be forwarded to the Exhibitor prior to the event.

3. Authorization to exhibit

3.1 IC shall decide upon consultation with the Organiser on the authorization of an Exhibitor. A right to be authorized shall not exist.

3.2 The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Exhibitors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In each case, only one stand may be rented for the same products of one manufacturer and used for the agreement. In case that the Exhibitor has not fulfilled these prerequisites, the Organizer may rescind the Agreement.

3.3 The Exhibitor shall only be permitted to use the stand himself. Assignment of the entire stand or the part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-Exhibitors shall be joint and each liable for all contractual obligations.

4. Allocation of exhibition space

4.1 Exhibition space shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.

4.2 Notwithstanding the stand confirmation, IC shall reserve the right to subsequently allocate a differently positioned stand to the Exhibitor, alter the area of his exhibition space, relocate or close entrances and exits to the exhibition site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Exhibitor. Should adherence to the stand confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Exhibitor, the former may rescind the agreement.

5. Stand construction and design

5.1 The construction and design of the stand must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.

5.2 The stands must be manned during opening times and equipped with exhibits.

5.3 Only objects which correspond to the exhibition programme, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.

5.4 The sale of exhibits – including exhibition samples, software and specialist literature – to private persons outside the legal opening hours for retail shops is prohibited; moreover, the regulations regarding the quotation of prices order are to be observed.

5.5 The Organiser shall be entitled to remove exhibits or have them removed from the stand at the expense of the Exhibitor, should their exhibition be prohibited and the Exhibitor not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

6. Prices

6.1 The prices quoted shall apply to each square meter of stand area or part thereof plus the statutory value added tax applicable at any given time. There shall be no deductions for hall supports. The prices quoted represent all assembly days including days for set-up and dismantling.

6.2 Additional charges for electricity, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-Exhibitors shall apply.

7. Terms and conditions of payment

7.1 The stand rental fee shall be payable net, plus an appropriate advance payment towards additional charges to be determined by the Organiser and plus value added tax, upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised. All bank fees have to be paid by the sender.

7.2 In the event of default on the part of the Exhibitor, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 percentage points p.a. above the basic interest rate in force at the time of default. Should the Organiser be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Exhibitor is, however, entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Exhibitor is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary.

7.3 With respect to the marketing of those items for which he shall possess a hirer's lien, the Organiser shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.

7.4 The Exhibitor may only set off against amounts due to the Organiser from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

8. Legal consequences if the event is cancelled or rescheduled

8.1 Should an event be cancelled, cut short or rescheduled to a new date due to force majeure, a pandemic, or for good reason, IC is obliged to inform the Exhibitor immediately.

8.2 Should the event be cut short or rescheduled to a new date, the Exhibitor has the right to withdraw from the contract within two weeks of receiving this notification. If the Exhibitor does not exercise this right, the contract will be continued under the changed conditions conveyed.

8.3 If an event is cancelled or in case of rescission by the Exhibitor according to clause 8.2, IC is entitled to bill partial services already rendered as defined in clause 8.4. Any payments the Exhibitor has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered.

8.4 Partial services consist of marketing services on the internet and in all other media, third-party charges, as well as own personnel costs. As these cannot be related individually to each Exhibitor, all costs arisen will be apportioned from the start of the layout planning amongst all exhibitors in relation to the size of their exhibition space as follows: up to 4 sqm exhibition space: 225 EUR // up to 8 sqm: 450 EUR // up to 13 sqm: 675 EUR // up to 19 sqm: 1.000 EUR // up to 30 sqm: 1.500 EUR // up to 45 sqm: 2.500 EUR // up to 64 sqm: 3.500 EUR // up to 90 sqm:

General Terms and Conditions of Business for the Rental of Exhibition Space

5.000 EUR // from 91 sqm: 7.500 EUR – always plus VAT. The Exhibitor has the right to prove that the damages are lower than the amounts charged.

In case of congresses with less than 1.000 participants, lower costs will arise: up to 4 sqm exhibition space: 125 EUR // up to 8 sqm: 250 EUR // up to 13 sqm: 400 EUR // up to 19 sqm: 600 EUR // up to 29 sqm: 900 EUR // from 30 sqm: 1.300 EUR – always plus VAT.

8.5 The Organiser is not liable for any (financial) damages arising from the cancellation, shortening or rescheduling of an event for which he is unaccountable.

9. Premature termination of contract and restitution of benefits

9.1 Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;
c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

9.2 Termination must be made in writing.

9.3 If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

10. Damages

Should the Organiser or IC withdraw from the contract for a reason for which the Exhibitor is responsible, the Exhibitor is obliged to pay damages.

Payment for damages is flat-rate and determined as follows:
- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed exhibition fee is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed exhibition fee is due.
- Should the withdrawal take place within two months before the event is set up, 100% of the agreed exhibition fee plus extra costs exempting electricity is due.

Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Exhibitor prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.

11. Limitation of liability

11.1 Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

11.2 Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of three years. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

12. Final provisions

12.1 All declarations made in connection with this agreement must be submitted in writing.

Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.

12.3 German Law shall apply to this agreement.

12.4 Should the Exhibitor be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Exhibitor at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2022

General Terms and Conditions of Business for Advertisements and Digital Events

1. Preamble

1.1 Intercongress GmbH (hereinafter "IC") arranges for the contracting party (hereinafter “Client”) the possibility to advertise in printed matter and/or on websites/platforms of a congress organiser in terms of buttons, banners, hyperlinks, logos, digital contributions etc. to be published on the internet. Contracting parties to the agreement shall be the Organiser of the congress (hereinafter “Organiser”) and the Client. The Organiser will be published in the printed material or on the congress website of the event. In case IC is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Ingeborg-Krummer-Schroth-Str. 30, 79106 Freiburg, Germany for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2 Services on the part of IC shall be rendered exclusively on the basis of these General Terms and Conditions of Business for Advertisements on websites and in printed material. Any terms and conditions of the Client which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted.

2. Quotation and conclusion of contract

Advertising orders must be submitted in writing or electronic format. Oral agreements are not legally binding.

3. Authorization of advertisement

Due to content, origin or technical format, IC shall reserve the right to decline advertising orders according to standardised, factually justified principles. A right to be authorized shall not exist.

4. Design of advertisement

The advertisement must comply both with the general rules on competition and morality. The Client carries the legal accountability.

5. Prices

5.1. For the advertisement order, the current price list for each event applies exclusively.

5.2. Possibly arising expenses of production partners will be passed on in full amount to the Client by IC.

6. Terms and conditions of payment

6.1. The fees shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only, which shall be advised separately. All bank fees have to be paid by the sender.

6.2. In the event of default on the part of the Client, the Organiser may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 percentage points p.a. above the basic interest rate in force at the time of default. If IC is in the position to prove a higher damage caused by delay, it may claim these. The Client is, however, entitled to prove that no or a minor damage has been caused by the delay. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this sub-clause within two weeks of dispatch of the invoice without a reminder being necessary.

6.3 The Client may only set off against amounts due to IC according to the advertisement contract such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

7. Default and limitation of liability

7.1 In case of force majeure or other reasons beyond the control of IC (e.g. blackout/disruption of the communications network, computer breakdown of a third party, breakdown of the AdServer not longer than 24 hours, pandemic) IC assumes no liability for the publication of the advertisement.

7.2 If - due to reasons beyond the control of IC - the event cannot take place or must be cut short, there is no claim for reimbursement or the compensation of other (economic) loss.

7.3 Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

7.4 Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of three years. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

8. Premature termination of contract and restitution of benefits

8.1 Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if
a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;
c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made.

8.2 Termination must be made in writing.

8.3 If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

9. Composition of damages

9.1 Should the Client rescind the agreement without due justification or should IC rescind the agreement for reasons to be found in the person of the Client, IC may calculate a lump sum for damages incurred as a result of the rescission and invoice the Client accordingly. The lump sum shall amount to

100 % of the total fee according to the available current price list in case of rescission within two months prior to the publication of the advertisement,
50 % of the total fee according to the available current price list in case of rescission within six months prior to the publication of the advertisement,
25 % of the total fee according to the available current price list in case of rescission at any previous date.

General Terms and Conditions of Business for Advertisements and Digital Events

9.2 Should the damages actually incurred be greater, IC may claim for the greater amount. Should the Client prove that the damages are less than the lump sums, a correspondingly reduced amount shall be payable.

9.3 In case of contributions in kind/countertrades the actually arising costs for procuring a replacement will be used as calculation basis.

10. Final provisions

10.1 All declarations made in connection with this agreement must be submitted in writing or electronic written format and will be in force when confirmed in writing by IC or the Client.

10.2 Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.

10.3 German Law shall apply to all contracts between IC and the Client.

10.4 Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. IC and the Organiser represented by IC shall also be entitled to institute legal proceedings against third parties at their place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2022

General Terms and Conditions of Business for Accompanying Functions (Workshops)

1. Preamble

1.1 Contracting parties to the rental agreement shall be the Organiser of the congress (hereinafter “Organiser”) and the Organiser of the accompanying function (hereinafter “Client”). The Organiser will be published in the printed material or on the congress website of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Ingeborg-Krummer-Schroth-Str. 30, 79106 Freiburg, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2 Services on the part of the Client shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply to the participation of the Client in future events arranged by the Organiser provided that the latter is represented by IC in this regard. Any Terms and Conditions of the Client which shall deviate from or conflict with these Terms and Conditions of Business shall not be accepted, not even in the event of the Organiser performing his services without further reservations.

2. Quotation and conclusion of contract

2.1 Quotations made in prospectuses, advertisements etc. shall be subject to change without notice and without obligation, also with regard to price details. Submission of the completed application form shall represent an offer to contract on the part of the Client. The Client shall be bound to this offer until four weeks after the deadline of receipt stated on the application form. In case this deadline has already expired, he shall be bound to his offer for four weeks. In the case of a businessman, the contents of the confirmation of the accompanying function shall be binding for the agreement, even if these differ from the contents of the application and the Client does not object to the amendment within 14 days.

2.2 The agreement shall also include the house rules, the product classification and index of goods as well as the organisational and technical provisions of the event location which shall be forwarded to the Client prior to the event.

3. Authorization to realize accompanying functions

3.1 IC shall decide upon consultation with the Organiser on the authorization of a Client. A right to be authorized shall not exist.

3.2 The event shall in the first instance be open to manufacturing companies. Distributors and importers may not be authorized as Clients unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organiser may rescind the agreement.

3.3 The Client shall only be permitted to use the room for the accompanying function himself. Assignment of the entire room or part thereof to other companies shall require the consent of the Organisers. The latter may increase the price (Clause 6). The Co-Clients shall be joint and each liable for all contractual obligations.

4. Allocation of Rooms

4.1 Rooms shall be allocated according to the order of receipt of applications. The date of receipt by IC shall be decisive.

4.2 Notwithstanding the confirmation, IC shall reserve the right to subsequently allocate a differently positioned or sized room to the Client, relocate or close entrances and exits to the convention site or to the halls, provided that, taking into consideration the interests of the Organiser, such alteration shall be fair and reasonable for the Client. Should adherence to the confirmation present an unreasonable degree of hardship for the Organiser, yet such alteration be unacceptable to the Client, the former may rescind the agreement.

5. Design of the accompanying function

5.1 The accompanying function must comply both with the general rules on competition and regulative law and with the technical safety regulations. Visual or acoustic disturbance of adjacent areas must be avoided.

5.2 Only objects which correspond to the programme of the function, have been registered and are brand-new may be exhibited. Other objects may not be exhibited unless this shall be absolutely necessary for the presentation or functioning of the permitted exhibits.

5.3 The Organiser or IC shall be entitled to remove exhibits or have them removed from the room at the expense of the Client, should their exhibition be prohibited and the Client not immediately remove them upon the request of the Organiser. Should removal of the object not be possible or not adequate to establish an acceptable state, the Organiser may terminate the agreement with immediate effect.

6. Prices

6.1 The prices quoted shall apply to one accompanying function plus the statutory value added tax applicable at any given time. The prices quoted apply to the entire duration of the accompanying function including set-up and dismantling time.

6.2 Additional charges for electricity, technical equipment, furniture, flowers, decorations etc. shall be invoiced separately. Various surcharges for Co-Clients shall apply.

6.3 Clients who have not rented an exhibition area will be charged an additional fee for the use of the advertising platform which is advertised in the prospectus of the congress.

7. Terms and conditions of payment

7.1 The fee for the accompanying function shall be payable net plus value added tax upon registration and issue of an invoice by IC. Payments shall be remitted to a separate account only which shall be advised. All bank fees have to be paid by the sender.

7.2 In the event of default on the part of the Client, IC may charge interest payable on arrears at the rate of 5 % p.a. above the basic interest rate in force at the time of default. So far as only businessmen are involved in the legal transaction, interest payable on arrears will be at 8 percentage points above the basic interest rate in force at the time of default. Should IC be in a position to substantiate that greater damages have been caused by default, a claim may be made for this amount. The Client is, however, entitled to prove that damages resulting from default have not occurred or only to a lesser degree. If the Client is a businessman, he shall be obliged to pay the interest stated in the first sentence of this subclause within two weeks of dispatch of the invoice without a reminder being necessary.

7.3 With respect to the marketing of those items for which he shall possess a hirer's lien, IC shall be unrestricted; to the extent that statutory provisions are permissible, these shall be eliminated by this agreement.

7.4 The Client may only set off against amounts due to IC from the rental agreement such claims and only exercise a right of retention in relation to such claims as are either undisputed or legally effective.

8. Legal consequences if the event is cancelled or rescheduled

8.1 Should an event be cancelled, cut short or rescheduled to a new date due to force majeure, a pandemic, or for good reason, IC is obliged to inform the Client immediately.

8.2 Should the event be cut short or rescheduled to a new date, the Client has the right to withdraw from the contract within two weeks of receiving this notification. If the Client does not exercise this right, the contract will be continued under the changed conditions conveyed.

8.3 If an event is cancelled or in case of rescission by the Client according to clause 8.2, IC is entitled to bill partial services already rendered as defined in clause 8.4. Any payments the Client has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered.

8.4 Partial services consist of marketing services on the internet and in all other media, third-party charges, as well as own personnel costs. As these cannot always be related individually to each Client, all costs arisen will be apportioned from the moment of publication in form of a lump sum of 500 EUR per accompanying function. The Client has the right to prove that the damages are lower than the amounts charged.

8.5 The Organiser is not liable for any (financial) damages arising from the cancellation, shortening or rescheduling of an event for which he is unaccountable.

9. Premature termination of contract and restitution of benefits

9.1 Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if

a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;
b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;
c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

9.2 Termination must be made in writing.

9.3 If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

10. Damages

Should the Organiser or IC withdraw from the contract for a reason for which the Client is responsible, the Client is obliged to pay damages.

Payment for damages is flat-rate and determined as follows:
- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed fee is due.
- Should the withdrawal take place within three months before the event is set up, 100% of the agreed fee plus extra costs exempting electricity is due.

Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the Client prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.

11. Limitation of liability

11.1 Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

11.2 Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of three years. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

12. Final provisions

12.1 All declarations made in connection with this agreement must be submitted in writing and will be in force when confirmed in writing by IC or the Organiser.

12.2 Should any provision of these Terms and Conditions of Business or other agreements between the parties be or become void, this shall not affect the validity of the remaining provisions. It is agreed that instead of the invalid provision a valid condition shall be accepted which comes nearest to the intended economic purpose.

12.3 German Law shall apply to this agreement.

12.4 Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2022

General Terms and Conditions for Marketing Services and Support Services (sponsoring) for Events

1. Preamble

1.1 The company Intercongress GmbH organises events in its own name and on behalf of congresses and conferences etc. The Organiser will be published in the printed material or on the congress website of the event. In case Intercongress GmbH is not the Organiser of the event, the Organiser shall be represented by Intercongress GmbH, Ingeborg-Krummer-Schroth-Str. 30, 79106 Freiburg, Germany (hereinafter "IC") for the purposes of concluding and amending the agreement and exercising dispositive rights as well as performance under the agreement.

1.2 Sponsor services shall be rendered exclusively on the basis of these General Terms and Conditions of Business. They shall also apply for the participation of the sponsor in future events by the Organiser if it is also represented by IC in this regard. The conditions of the supporting company which deviate from these terms and conditions or which contradict them shall not be accepted, not even if the Organiser performs his services without further reservation.

1.3 The house rules, index of goods and the organisational and technical regulations of the event location are also part of the contract.

2. Offer and conclusion of contract

2.1 The Organiser is the holder of rights to the event. The Sponsor is interested in granting advertising possibilities for this event. IC shall make a decision (after discussion with the Organiser where necessary) on the approval of a sponsor. There is no entitlement to approval.

2.2 The event is primarily open to manufacturing companies. Distributors and importers may not be authorized as Sponsors unless they are able to produce evidence of having exclusive sales rights for the Federal Republic of Germany. In case that the Client has not fulfilled these prerequisites, the Organizer may rescind the Agreement.

3. Sponsor services

3.1 The marketing or support service must comply with general regulations, in particular competition law and good practices. There may not be any visual irritations, acoustic irritations or traffic obstructions. The sponsor alone is legally responsible for this.

3.2 Cash payments

a) Should the sponsor have undertaken to pay the Organiser a one-time monetary amount plus any VAT accrued, this payment is due upon IC issuing an invoice with a deadline for payment. The payment must be made solely to the special account indicated on the invoice.

b) The Organiser is entitled to default interest on the amount due in each case in the amount of 8 percentage points p.a. over the respective basic interest rate in the event of payment default. The assertion of further damage is not hereby excluded.

c) The sponsor may only offset such claims against the claims of the Organiser from the contract and may only assert a right of retention with regard to such claims that have neither been established to be uncontested nor been confirmed by a court of law.

3.3 Benefits in kind

a) Should the sponsor have undertaken to provide the event with advertising, this must be delivered by the sponsor at his own expense to the place of the event unless otherwise determined. The sponsor is responsible for the timely provision of the materials promised.

b) The Organiser and IC are not obliged to take precautions against the loss or damage of goods submitted by the Client.

c) The agreed advertising fee is due for payment within the period set in the invoice.

3.4 Services

a) If the sponsor has undertaken to provide the visitors with food and drink, he is obliged to provide evidence of the organisation and execution thereof upon the request of IC as stipulated in the contract. IC can demand the submission of the order and order confirmation. The same applies if the sponsor has assumed travel/accommodation costs, the conference fee and, where necessary, a fee for the speakers/participants as well as costs for transport including costs for appropriate transport insurance.

b) The sponsor is responsible for the proper function, safe use and roadworthy installation of the technical equipment he provides for the event. The sponsor shall ensure the timely delivery and installation of the equipment and is responsible for their operational capability throughout the event.

3.5 If the sponsor has commissioned third parties with the duties entrusted to him, he is liable for the third parties carrying out the duties in compliance with the contract.

3.6 Both the sponsor and the Organiser will mutually and directly inform each other of all circumstances which could be important for the execution of this contract.

3.7 The realisation of the communicative goals pursued by the sponsor by entering into this contract has no influence on the Organiser's claim to remuneration unless it has culpably hindered or impeded their achievement through the violation of essential contractual obligations or through gross negligence.

3.8 The rights and obligations as well as any claims from this contract are only transferable upon prior written consent from the other Party or the respective debtor of the claims.

4. Prices

4.1 For marketing services, the current price list for each event applies exclusively.

4.2 Any costs incurred by cooperation partners are forwarded by IC in their full amount to the Client.

5. Legal consequences if the event is cancelled or rescheduled

5.1 Should an event be cancelled, cut short or rescheduled to a new date due to force majeure, a pandemic, or for good reason, IC is obliged to inform the Sponsor immediately.

5.2 Should the event be cut short or rescheduled to a new date, the Sponsor has the right to withdraw from the contract within two weeks of receiving this notification. If the Sponsor does not exercise this right, the contract will be continued under the changed conditions conveyed.

5.3 If an event is cancelled or in case of rescission by the Sponsor according to clause 5.2, IC is entitled to bill partial services already rendered as defined in clause 5.4. Any payments the Sponsor has made in advance are reimbursed provided they cannot be offset against the claim for partial services rendered.

5.4 Partial services consist of marketing services on the internet and in all other media, third-party charges, as well as own personnel costs which can be related individually to the Sponsor. Services which cannot be rendered anymore will not be charged. The Sponsor has the right to prove that the damages are lower than the amounts charged.

5.5 The Organiser is not liable for any (financial) damages arising from the cancellation, shortening or rescheduling of an event for which he is unaccountable.

6. Premature termination of contract and restitution of benefits

6.1 Each contractual party is entitled to terminate the contract for good reason without notice. Good reason is present in particular, if

a) the other contractual party culpably breaches the essential contractual obligations incumbent upon them and the breach is not remedied within a reasonable period of time despite a warning. A previous warning is not required if it has no purpose or the contractual party entitled to the termination is not reasonable;

b) the other contractual party culpably breaches legal provisions which are directly or indirectly significant in order to execute this contract. The contractual parties agree that sufficient suspicion of a culpable breach constitutes sufficient good reason;

c) the request for the opening of an insolvency procedure on the assets of one of the contractual parties is made;

6.2 Moreover, the sponsor is in particular entitled to a right to terminate the contract without notice for good reason if the Organiser's essential advertising service provided for in the contract is prohibited after the

decision by an arbitrating authority or a court or proves itself to be inadmissible due to legal regulations or professional law. In this case, the sponsor is however not entitled to a claim for restitution against the Organiser.

6.3 Termination must be made in writing.

6.4 If a contractual party is responsible for termination without notice for good reason, it is obliged to make restitution for the services received from the other contractual party. It is not, however, entitled to reclaim the services it provided. If the contractual party obliged to make restitution is unable to do so due to the nature of the service(s) obtained or for any other reason, it must reimburse the market-standard value of the services received. The contractual party entitled to termination without notice retains the right to claim for further damages.

7. Damages

Should the Organiser or IC withdraw from the contract for a reason for which the sponsor is responsible, the sponsor is obliged to pay damages.

Payment for damages is flatrate and determined as follows:
a) For benefits in kind with advertising effect
- Should the withdrawal take place at least six months before the event is set up, 25% of the agreed fee and the value of the benefits in kind is due.
- Should the withdrawal take place within six months before the event is set up, 50% of the agreed fee and the value of the benefits in kind is due.
- Should the withdrawal take place within three months before the event is set up, 100% of the agreed fee and the value of the benefits in kind is due.

Should the actual damages incurred be higher, the Organiser may claim for higher damages. Should the sponsor prove that the damages are lower than the flat-rate amounts, he is to pay an accordingly reduced amount.
b) For special benefits in kind and services, damages are calculated according to the actual costs incurred for procuring the replacement which is to be organised, compensation and the organisational effort incurred.

8. Limitation of liability

8.1 Claims for damages from positive breach of obligation, negligence in contracting and tort are excluded as long as the Organiser, his legal representative or his vicarious agents have not acted with intent or gross negligence and as long as there is no violation of essential contractual obligations. Claims for damages due to impossibility of performance and delay in the event of slight negligence are limited to the reimbursement of the foreseeable damages. Liability for such damage and bodily harm is also excluded unless the Organiser is guilty of intent or gross negligence.

8.2 Claims for damages brought against the Organiser due to breach of contractual or quasi-contractual obligations and in tort must be enforced through court proceedings within the exclusion period of three years. The exclusion period begins from the point of notification, this however being from the end of the event at the latest. The exclusion period does not apply for claims for damages due to deliberate breach of duty or law.

9. Final provisions

9.1 Declarations which have been made with reference to this contract must be made in writing and are only applicable if they have been confirmed in writing by IC or the Organiser.

9.2 Should a provision of these Terms and Conditions or of the other agreements between the Parties be or become ineffective, the effectiveness of the other provisions remain unaffected. In place of the ineffective provision, an effective condition is deemed as agreed which comes closest to the intended economic purpose.

9.3 German Law shall apply to this agreement.

9.4 Should the Client be a businessman or not have any place of general jurisdiction within the Federal Republic of Germany, the place of jurisdiction shall be Freiburg, Germany. In addition, the Organiser and IC shall also be entitled to institute legal proceedings against the Client at his place of general jurisdiction or at any particular place of jurisdiction which may already exist.

Intercongress GmbH, 2022