

General Terms and Conditions

1. Scope of Application

These General Terms and Conditions shall apply to all business relationships between INTERPLAN Congress, Meeting & Event Management AG, Landsberger Straße 155, D-80687 Munich, Germany hereinafter referred to as 'Interplan' - and all firms operating in the area of the planning, organization and execution of conferences and events, both within Germany and abroad. Any provisions, supplements, agreements or collateral agreements at variance with these Terms and Conditions shall be valid only if confirmed in writing by Interplan. Any General Terms and Conditions of Business or of Purchase shall not be considered part of the content of a contract unless confirmed in writing by Interplan. The General Terms of Conditions of Interplan shall apply only with respect to business persons as defined in § 310 I of the German Civil Code [BGB].

2. Conclusion of Contract

When Interplan receives a signed registration form it has made available, particularly where exhibition space or a presentation service are concerned, the company will provide a binding contract offer. Interplan can accept this contract offer from the Company involved within a period of two weeks, issuing a written order confirmation.

Upon timely receipt of the order confirmation, a binding contract shall go into effect as between the Company and Interplan.

Even after the contract has been concluded, Interplan reserves the right to exclude individual firms from participation in the event, provided there is important reason for dealing with the Company in this manner.

3. Assignment of exhibition space

The position of the exhibition space allocated can be gathered from the layout sketch. As a rule, the stand space is allocated in the order in which registrations are received, taking local circumstances into account. Where possible, requests for stand placement in a particular location will be honoured. The stand assignment shall be confirmed in writing.

As planning for the event moves forward, unforeseen circumstances may give rise to slight deviations in space assignments; these deviations may account for up to 10 percent, in terms of the position or size of the individual booths. In the event, this shall not give rise to any claims as against Interplan on the part of the exhibitors affected.

3a. Assignment of presentation facilities

As a rule, presentation facilities shall be assigned on a 'first come, first served' basis. No options on any particular services can be assigned.

4. Services / implementation

As a matter of principle, the services listed on the registration forms shall be final. While it is possible to incorporate additional services, e.g. the additional placement of advertising materials, within the framework of additional agreements, this must be coordinated with Interplan in advance and approved by Interplan.

Interplan shall ensure the implementation and monitoring of the services reserved during the course of the conference. Interplan does not, however, provide any guarantees of the numbers of visitors, of the participation of all announced speakers, or of program contents, nor does it provide any sales guarantees whatsoever.

5. Leasing of booths

Where the contract features the leasing of booths, the following shall apply:

As a matter of principle, only the area itself is hired out. The rental price does not cover any structures, connections and/or equipment. The maximum booth height indicated in the information provided to the exhibitor may not be exceeded. Booth structures and banners may not be positioned in such a way as to impede the promotional advertising of adjoining booths. The back walls of exhibition booths must always be kept clean and free of obstacles, from the floor to the top edge.

The details in terms of booth construction, booth design and/or additional provisions are set forth in the General Information for Exhibitors specific to the conference in question, and/or in the Exhibitors' Manual, and shall be binding upon the Company.

6. Regulations of government authorities

The Company shall have full responsibility for compliance with regulations by government authorities pertaining to fire and radiation protection, and relating to accident prevention. The Company shall guarantee that all specifications and regulations are passed along to all parties concerned, e.g. agencies, trade-fair construction staff, etc., and shall vouch for compliance with these measures on the part of third parties. The internal provisions within the exhibition building, in particular, shall be binding with respect to all exhibitors and their suppliers.

Under the guidelines of the Accident Prevention Working Group [*Arbeitsgemeinschaft für Unfallverhütung*], the Company shall be under obligation to exhibit only flawless and safe machinery, devices and other equipment, in keeping with the accident-prevention regulations of the trade association in question. The applicable regulations set forth in the Equipment Safety Law [*Gesetz über technische Arbeitsmittel*] of 24 June 1968 (BGBl. B, Page 717) must be observed. The Company shall be liable for all personal injury or property damage arising through machinery, devices, equipment, etc.

7. Execution of events supplemental to the conference

The following provisions shall apply to the execution of events supplemental to the conference:

In the placement and execution of events supplemental to the conference, the topics and competitor situation of parallel events will be taken into consideration where possible. There shall be no claim to a particular time slot, room, or specific location for the exhibition booth.

Interplan shall make efforts to see to it that all information on the events supplemental to the conference is published in printed materials distributed for the conference, and on the Internet. To this end, the Company shall covenant to communicate to Interplan, punctually by the agreed date, both the title and agenda for the events supplemental to the conference. Delays in communication may result in non-publication, or incomplete publication, of this information.

As a rule, the same rooms involved in the normal course of the conference will also be available for events supplemental to the conference. The technology and equipment already in place shall be available to the Company. Should the Company request alterations, there shall be no entitlement whatsoever to having these alterations carried out.

In particular, requests expressed in this regard can only be fulfilled if and as time permits. Additional expenses arising as a result of this shall be borne by the Company.

As a matter of principle, the Company itself shall be responsible for any continuing-education certification offered in connection with events supplemental to the conference, and for the issuance of certificates on location.

8. Terms of payment

As a matter of principle, the prices indicated in the registration forms and in other documentation provided by Interplan are in EUR; these are net prices and, at the time of the event, will be invoiced plus the sales tax applicable at the time and, where indicated, in accordance with the sales-tax provisions of the country in which the event is held.

Upon conclusion of the contract, in accordance with Clause 2, the entire amount shall fall due for the services booked. Interplan shall send a proper invoice to the Company.

The entire invoice amount shall fall due for remuneration within the payment period indicated and without cash discount. Any bank fees for funds transfers from abroad and, where indicated, exchange-rate differences, shall be borne by the Company.

Prerequisite and conditional to an obligation by Interplan to fulfil its contractual commitment – and to participation in the conference or event – shall be payment in full of the total invoice amount.

Should the Company comport itself in violation of the contract, particularly through non-payment of the purchase price due, Interplan shall be entitled, pursuant to applicable provisions of law, to

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withdraw from the contract. In the event that payment by the Company of the rental price is not forthcoming, Interplan shall be entitled to withdraw from

the contract, provided that the Company was issued a reasonable payment deadline, or the issuance of such a deadline is non-essential under the provisions of law.

9. Incidental expenses

All additional services ordered shall be invoiced separately. Regardless of this, the Company can be assessed a pro rata, lump-sum fee for waste disposal in accordance with the information provided to exhibitors.

Expenses incurred for any production of advertising material and brochures, travel expenses for speakers, presentation material, etc., shall not constitute part of the prices set forth under contract and must be borne by the Company itself.

10. Cancellation/termination

Generally speaking, cancellations/terminations of contract must be received, in writing, by Interplan.

Following conclusion of the contract, and in exchange for payment of a cancellation fee equal to 25% of the contractually agreed total amount, the Company shall be entitled to cancel/terminate the contract up to 24 weeks before the beginning of congress or event.

Once this deadline has passed, 100% of the contractually agreed total amount shall fall due.

In any event, the Company shall be assessed for payment of a one-off processing fee in the amount of EUR 150.

This provision shall also be valid for contracts concluded on dates that are already past the cancellation/termination deadline.

Other conditions of cancellation specified in conference-specific documentation shall take precedence.

11. Administration/processing fees

The invoicing information required along with the registration forms, together with any data relevant to contractual arrangements and implementation, must be communicated, correctly, to Interplan. If additional administrative expense should be incurred as a result of missing and/or incorrect data, this expense shall be replaced by the Company in an amount not less than a lump-sum processing fee of € 150.

12. Picture and audio recordings, audio playback

Picture and audio recordings, and broadcasts by the Company or third parties, shall be subject to the consent of Interplan, and of the persons involved. The use of megaphones, loudspeakers or other means of audio playback is prohibited. In any event, care shall be taken that the proceedings of the event are not disturbed. Registration with and payment of fees to GEMA shall be the responsibility of the Company.

Interplan shall be entitled to have photographs, drawings, and film or video recordings of the proceedings of the conference produced, and to use these for advertising or press publications; the Company shall not be entitled to object or assert claims for remuneration in this regard.

13. Force majeure

Given compelling circumstances beyond the responsibility of Interplan, or in the event of force majeure, Interplan shall be entitled to cancel, postpone or shorten the event in question. If, for one of the aforementioned reasons, the event should not take place, then Interplan shall be entitled to retain up to 25% of the invoice amount by way of general expenses. A claim by Interplan as against the Company above and beyond this amount shall arise only if the Company has commissioned special, additional work as the result of which expenses have been incurred.

14. Non-disclosure

The Parties hereto hereby covenant, throughout the entire duration of their collaboration, and following termination of this Contract, to maintain absolute confidentiality and strict silence towards third parties with regard to all proceedings and data meriting protection. Each Party shall assign this obligation to those persons and assistants involved in the tasks provided for hereunder, and shall likewise place these individuals under an obligation of strict silence. FSA rulings or rulings to be considered for CME certification that deviate from this agreement take precedence.

15. Data-protection clause

[*Bundesdatenschutzgesetz*].

Interplan treats all person-related data in accordance with the provisions of law, and particularly in accordance with the EU-General Data Protection Regulation (EU-GDPR) and the requirements of the German Federal Data Protection Act (BDSG New).

The collection, storage and processing of personal data is an indispensable component of registration for the respective conference or event.

This takes place exclusively for the purpose of organizing and carrying out the conference or event in question. These data are passed along only to such third parties as are directly involved in the conduct of the conference or event, and where organizational concerns require this. (E.g., organizers, conference centre, suppliers for the trade fair/for presentation services.)

With his or her signature upon the Interplan registration form made available by Interplan, the signatory declares his or her consent that the personal details entered on the form may be collected stored, processed and, as required, made available to third parties, e.g. the organizer, within the scope of preparing for and carrying out the conference in question.

Interplan is required by law to obtain the consent of the Company for the collection, storage and processing of personal data. If the Company should fail to grant its consent, Interplan shall be entitled to refuse the Company admission to the conference or event. For a complete overview of the applicable privacy policy, see the following Link:

www.interplan.de/en/data-protection.php

16. Collateral agreements

Collateral agreements to a particular contract, or to these General Terms and Conditions, shall be legally binding only if confirmed in writing by Interplan; the situation shall be different if legally unrestricted actual authority or apparent authority obtains.

17. Liability and forfeiture clause

Strict liability on the part of Interplan for initial material defects is hereby precluded.

Claims by the Company as against Interplan shall expire if they are not lodged in writing with the other Party within three months following the deadline.

If Interplan should reject the claim in writing or if it should fail to state its position within two weeks following assertion of the claim, then the claim shall be considered forfeited unless lodged in court proceedings within three months following rejection or expiry of the deadline.

These deadlines shall not apply to claims by the Company as against Interplan for injury to life bodily harm, deterioration of health, nor for claims arising out of gross negligence or non-conduct.

18. Final provisions

Even where the Company should maintain headquarters abroad, all legal relationships between the two shall be governed by the laws of the Federal Republic of Germany; the applicability of the United Nations Convention on Contracts for the International Sale of Goods in its respective iteration is hereby precluded.

Any disputes arising hereunder shall be resolved before a court of law having jurisdiction in the city in which Interplan maintains its headquarters