

General terms and conditions

Hüthig GmbH events

(Status: August 2021)

1. Scope

- (1) These General Terms and Conditions ("**GTC**") shall apply to all contracts and contractual offers between Hüthig GmbH ("**Hüthig**") and the respective third party ("**Participant**") in connection with all Hüthig events and, if applicable, the co-organizers expressly named in each case in the event (in particular in connection with their attendance, preparation and implementation, the provision and receipt of event-preparatory or event-accompanying services or other business relationships, irrespective of whether these are exhibition and sponsoring, cf. section 6.) or event-related services or other business relationships, but not exhibition and sponsoring, cf. item 6), regardless of whether these are physical (e.g. trade fairs and congresses; "**face-to-face events**") or digital or virtual (e.g. webinars; "**digital events**") or as a mixed form (for example, the live stream of an event taking place physically; "**hybrid events**").
- (2) These GTC shall apply exclusively. Deviating terms and conditions of the participant shall only become part of the contract if and to the extent that Hüthig has expressly agreed to their validity in written form. This consent requirement applies in any case, for example also in the case of the acceptance of the participant's general terms and conditions without objection.
- (3) Individual agreements made with the participant in individual cases (including ancillary agreements, supplements, and amendments) always take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation by Hüthig is authoritative for the content of such agreements.
- (4) Legally relevant declarations and notifications by the participant with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal, or reduction) must be made in written form, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the declarant, remain unaffected.
- (5) References to the applicability of statutory provisions shall only hold clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.
- (6) The participant is a consumer insofar as the purpose of the services cannot be attributed predominantly to his/her commercial or self-employed professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his/her commercial or independent professional activity.

2. Organizer

Hüthig GmbH
Im Weiher 10
69121 Heidelberg
Tel.: +49 (0) 6221 489-300
Fax: +49 (0) 6221 489-481
info@huethig.de
www.huethig.de

3. Conclusion of contract

- (1) The contract between Hüthig and the participant is concluded upon receipt of the order confirmation sent by Hüthig or on behalf of Hüthig by e-mail. If additions or amendments to the contract are agreed in the course of the execution of the contract, the written form requirement is deemed to be complied with if the respective declaration is transmitted in electronic form, by fax or by way of e-mail and confirmed by the other party.
- (2) In deviation from the above paragraph 1, a contractual relationship may also come into force in accordance with this paragraph 2 with a registration by the participant accepted by Hüthig via a digital registration mask positioned on the event website. In this context, Hüthig has commissioned the service provider doo GmbH (doo) to arrange the registration and application options for the respective event created via the platform, to process the payment transactions with the participants by way of a licensed payment service provider, if applicable, and to send the registration confirmations to the participants. Insofar as the event is subject to a fee, doo shall send the registration confirmation and Hüthig separately the invoice in each case exclusively to the e-mail specified by the participant in PDF format. The invoice must be paid in accordance with the due date specified therein, in any case before the start of the event. As doo is not the organizer of the events offered via the event website, the company is accordingly not responsible for them and is in particular not liable for the cancellation of an event or non-fulfillment of the contract on the part of Hüthig and, if applicable, the co-organizers expressly named in each case in the event. By purchasing or registering for an event via the event website, a contract regarding the right to attend the event is concluded exclusively between the respective participant and the organizer named in the event offer. The submission of the completed registration mask constitutes an offer by the participant to conclude a contract. Hüthig will check whether it wishes to accept this offer. Hüthig is not obligated to accept. A contract is concluded when Hüthig accepts this offer and confirms this to the participant in text form (including e-mail).

4. Terms of payment

The amounts invoiced by Hühlig are payable without deduction on the dates stated on the invoices, quoting the invoice number.

5. Photo and film shooting

During the event, photographs, and film recordings (hereinafter referred to as recordings) will be made. Hühlig will use these for the purpose of documenting the event and advertising other events. For this purpose, the recordings will subsequently be published on websites of Hühlig and in the printed programs of further events. For the above purposes, Hühlig will also publish the recordings in social networks such as LinkedIn, Xing, and Twitter. If events are held jointly with an event partner, Hühlig may pass on the recordings to this event partner. Hühlig, however, will not pass on the recordings to third parties beyond this. This is permitted by Art. 6 para. 1 p. 1 lit. (f) DSGVO because Hühlig has a legitimate interest in publishing and documenting its events as well as promoting future events by way of the recordings of past events. Since participants here attend a public event, Hühlig assumes that from the participant's point of view there are no general reasons against the production of recordings and processing of these recordings for the purposes described above. Should this nevertheless be the case, the participant is hereby kindly requested to contact the information counter on site immediately and inform them of the objection. In this case, the participant is also asked - as far as possible - to ensure that he/she is not photographed or to contact the photographer directly.

6. Exhibition/Sponsorship

The conditions of the trade exhibition/sponsorship accompanying the event are regulated in each case by way of event-specific conditions.

7. Special regulations for face-to-face events

- (1) The location of the event is shown in the respective event program or the website of the event.
- (2) Travel and accommodation are to be organized/booked by the participant at his/her own expense.
- (3) The participant must present a valid ticket or other designated admission authorization at the admission control without being requested to do so. Since the access authorization is personal, the participant may also be asked to identify himself/herself by way of a valid official identification document. If the participant is granted admission, he or she will receive a non-transferable badge (e.g. an event badge or wristband) that he or she must carry on their person during the respective event, in particular in order to be allowed back in after leaving the event premises.
- (4) Hühlig shall reserve the right to refuse admission to participants if they violate the house rules or appear aggressive or abusive or are under the influence of intoxicants. Weapons or dangerous objects may not be

brought into the event rooms. Hühlig exercises domiciliary rights at the events. Their instructions must be adhered to. The respective house rules of the event location must be observed during the stay in the event rooms. In the event of violations of the house rules and in the event of unauthorized ambush/guerrilla marketing measures, the participant may be excluded from further participation in the event and asked to leave the event premises. Further claims of Hühlig against the participant shall remain unaffected.

8. Special regulations for digital events

- (1) Participation in digital events requires the use of Hühlig's digital offerings.
- (2) The participant assures that all data provided by him/her during registration for the digital offer are true and complete. The authorization to use the Internet offer applies only to the participant personally and is not transferable. The access data must be stored securely by the participant and may not be passed on to third parties. The participant is responsible for maintaining the secrecy of his/her access data and is liable for any damages for which he/she is responsible in the event of misuse. Hühlig reserves the right to temporarily or permanently block access to the digital offer in the event of violations of these GTC (in particular due to false information during or after registration and/or unauthorized disclosure or disclosure of the access data) or hacking (in particular of the password) and/or to permanently withdraw access from the participant with immediate effect or with a period of notice at its own discretion and/or to terminate the contract for the use of the digital offer by way of extraordinary cancellation and without notice.
- (3) Hühlig is free to design the contents and is entitled at any time to change, restrict, expand, or completely discontinue the digital offerings. Hühlig is free in the provision of its service to also provide this through third parties of its own choice.
- (4) The digital offer is partly based on contents of co-organizers, cooperation partners, sponsors, and exhibitors of Hühlig, among others. Hühlig may use external speakers and moderators for the recordings and live transmissions. Hühlig assumes no liability - neither expressly nor implicitly - for the accuracy, completeness, reliability, and timeliness as well as for the usefulness of the contents of the Internet offer for the participant.
- (5) The digital offer is not directed at persons in countries that prohibit the presentation or calling up of the content posted therein. Each participant is responsible for informing himself/herself about any restrictions before accessing these web pages and for complying with them.
- (6) The participant acknowledges that a 100% availability of the digital offer cannot be realized in technical terms. Hühlig, however, endeavors to keep the digital offer available as constantly as possible. In particular, maintenance, security, or capacity issues as well as events beyond the control of Hühlig may lead to short-

term disruptions or temporary discontinuation of the Internet offer. The Internet offer is processed by way of standard market software. The software requirements stated at the time of registration are decisive. Hühig has no influence on the availability and error-free technical preconditions and requirements of this software.

9. Special regulations for hybrid events

The special regulations for face-to-face events (section 7) and for digital events (section 8) apply accordingly to hybrid events.

10. Speakers; Copyrights

- (1) Speakers may be replaced by others with comparable subject-related qualifications due to special unforeseeable reasons. There is no legal claim to a specific speaker. There is no entitlement to cancellation or reimbursement of costs in the above-mentioned cases.
- (2) Presentations at the event will generally be given in German or English. Presentations in other languages will be translated into English and/or German. The corresponding event documentation will follow this rule. There is no entitlement to interpretation/translation.
- (3) The event-related content, in particular presentations and documentation, is protected by copyright. The use of the contents is permitted exclusively for the participant's own purposes. Passing on contents of the internet offer to third parties is prohibited, irrespective of the purpose and type of passing such contents on.
- (4) Any use or exploitation of the copyrighted content beyond the respective contractual purpose, regardless of the type, in particular by copying, distribution, exhibition, reproduction in incorporeal form (right of public reproduction, i.e. lecture, performance and presentation, making available to the public, broadcasting, reproduction by means of image or audio carriers, reproduction of radio broadcasts and of making available to the public) as well as recording, digitization, storage - regardless of the form and on which carrier medium and in which technical configuration - is not permitted.
- (5) Hühig shall assume no responsibility or liability for any inaccuracies in the content of the presentations and documentation.

11. Cancellation; Force majeure

- (1) With regard to Hühig events there is no right of withdrawal for consumers according to § 312 g para. 2 No. 9 BGB and in exception to § 312 g para. 1 BGB in conjunction with § 355 BGB, as the events of Hühig are contracts for the provision of services in connection with leisure activities and these contracts provide for a specific date or period for their provision.
- (2) Cancellations received 14 days or less prior to the event or non-attendance will be charged the full registration fee. Cancellations prior to this date will be charged with an administrative fee. However, a substitute participant(s) may be named. Specific information

on the cancellation conditions for each event will be provided in the program booklet and on the respective website. The participant is at liberty to prove that no damage or significantly less damage has been incurred or that the expense is lower than the flat-rate compensation demanded.

- (3) Cancellations must be made in writing.
- (4) Hühig reserves the right to relocate the entire event or individual parts thereof in terms of space, location and/or time, to change the duration, content, and format (e.g. from face-to-face event to digital event, etc.) or also to cancel the event at short notice. Subject to paragraph (5), this does not entitle the participant to withdraw from the contract. Hühig must inform the participant immediately in such cases.
- (5) In the event of a complete cancellation of the event by Hühig, which is not due to force majeure, the participation fees already paid will be refunded. Further claims of the participant are excluded, unless these are based on intentional or grossly negligent conduct of employees or other vicarious agents of Hühig.
- (6) In the case that the event is postponed, your tickets will remain valid for the new date. If the new date is not convenient for the participant, the participation can be transferred to colleagues free of charge.
- (7) Force majeure such as war, civil war, terrorism, riots, civil commotion, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances for which Hühig is not responsible, such as, for example, industrial disputes, strikes or lawful lockouts, operational or transport disruptions, difficulties in procuring raw materials, which prevent Hühig from fulfilling its contractual obligations, shall extend or postpone agreed delivery periods or delivery dates in each case by the duration of the hindrance plus a reasonable start-up period. This also applies if these events occur at a time when Hühig is in default. In deviation from this, Hühig shall reserve the right, instead of an adjustment, to terminate the contract free of charge and to reclaim services already rendered.
- (8) Against the background of the experience of the impact of the coronavirus (SARS-CoV-2/Covid-19) and resulting far-reaching governmental and other measures to restrict the national economy and public life, the provisions on force majeure in paragraph (7) above shall apply accordingly, irrespective of the case of force majeure, apply mutatis mutandis if (a) a force majeure event continues, during which time the parties enter into a contract with the expectation that the event will end or that a substantial improvement will occur, but the event continues contrary to the expectation or no substantial improvement occurs; or (b) a force majeure event ended before the contract was entered into but recurs after the contract is entered into (for example, if a pandemic or epidemic occurs again).

- (9) Against the background of the experience of the impact of the coronavirus (SARS-CoV-2/Covid-19) and resulting widespread governmental and other measures to restrict the national economy and public life, it may be necessary to retroactively reduce the number of participants in an attendance event. In such cases, Hüthig shall reserve the right to cancel individual bookings shortly before the event if necessary. In this case, Hüthig will proceed according to the "first-come-first-served" principle and a late booking date will be initially cancelled. In the case of such cancellations a claim for damages does not arise.

12. Limitation of liability of Hüthig

Hüthig shall only be liable (i) for damage Hüthig has caused intentionally or through gross negligence, (ii) for the culpable breach of essential contractual obligations by Hüthig, i.e. such obligations that must be fulfilled for the proper execution of the contract which the participant relies on and may rely on (major or cardinal obligations), (iii) for damages caused as a result of fraudulent misrepresentation by Hüthig, (iv) for damages resulting from culpable injury to life, body or health caused by a negligent breach of duty by Hüthig. Hüthig shall be excluded from any further **liability of the participant**

- (1) The participant shall be liable for all damages caused by the participant, its vicarious agents, its guests or other third parties within the meaning of § 278 and § 831 BGB in connection with the event in accordance with the statutory provisions. The application of § 831 paragraph 1 sentence 2 BGB shall be excluded.
- (2) The participant shall indemnify Hüthig against all claims of third parties asserted in connection with the event, insofar as these are the responsibility of the participant, its vicarious agents and persons employed by the participant in the performance of its obligations, or its guests. This indemnification obligation shall also extend to any official fines and administrative offenses (for example, for disturbing the peace, blocking escape routes, disregarding smoking bans) which may be imposed on Hüthig of the place of assembly in connection with the event.

13. Data protection and privacy

Hüthig and, if applicable, the co-organizer expressly named in the event are entitled to inform the participants about similar events and offers by means of electronic mail. For this purpose, Hüthig uses the e-mail address provided upon conclusion of the contract in accordance with Art. 6 para. 1 p. 1 lit. b) DS-GVO in conjunction with § 7 para. 3 UWG. Participants may object to the use of their data for advertising purposes and to being contacted for advertising purposes at any time with effect for the future by sending an e-mail to datenschutz@huethig.de or by post to Hüthig GmbH, Im Weiher 10, 69121 Heidelberg, Germany, without incurring any costs other than the transmission costs according to the basic rates. Hüthig uses service providers as processors. Processing of personal data outside the EU does not take place. The e-mail address provided by

the participant will be deleted after two years at the latest if it has not been used by then. Further information on data protection is available at www.huethig.de/datenschutz.

14. Publication of the list of participants

In order to enable participants to "network" and communicate with other participants during the event, the data they provide (first name, last name, title, and company) will be published on the list of participants for the event for which they have registered. The list of participants is not publicly viewable, and the list is only available to other participants of the event in printed form, or digitally within an app or within the digital event. According to the purpose described above Hüthig has a legitimate interest in the processing of this data (Art. 6 para. 1 p. 1 lit. f) DS-GVO). Participants have the right to object to this processing by letter to Hüthig GmbH, Im Weiher 10, 69121 Heidelberg, Germany or by e-mail to info@huethig.de. Further information on data protection can be found at www.huethig.de/datenschutz.

15. Final provisions

- (1) These GTC and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) To the extent permitted by law, Heidelberg is agreed as the place of performance and exclusive - also in an international context - place of jurisdiction.
- (3) Agreements that deviate from these GTC must be made in written form. This also applies to changes to this written form requirement.
- (4) Should any part of these GTC be invalid and null and void, the validity of the remaining provisions shall not be affected thereby. In place of the legally invalid part, it shall then be deemed as agreed what most closely approximates in this context and/or what the parties would have agreed if they had known of the invalidity. The same shall apply in the event that the provision should contain a loophole.