

General Terms and Conditions for Events, Trade Fairs and Services in the B2B Sector

I. GENERAL PROVISIONS

1. Scope

1.1 These "General Terms and Conditions for Events, Trade Fairs and Services in the B2B Sector" ("Terms and Conditions") apply to all Services, in particular consulting services, e.g. strategy consulting, network & cluster management or technology management, and communication services, e.g. creation of websites, (collectively "Services"), the CharIN Academy GmbH ("Contractor") provides to the Client (B2B) based on a Contract concluded between the Contractor and the Client ("Contract"), as well as for workshops, seminars, conferences, virtual conferences, Festivals or other events (collectively "Events") and Trade Fairs ("Trade Fairs") organized by the Contractor. Events, Trade Fairs and Services are hereinafter jointly referred to as "Deliverables".

1.2 The regulations in this section 1 "General provisions" apply to all Deliverables. For Events, the regulations under II apply additionally, the regulations under III. apply to the procurement of trade fair stands and the regulations under IV. apply to Trade Fairs organized by the Contractor.

1.3 The Contractor shall provide the Deliverables mentioned in 1.1. within the framework of a service contract. Success is expressly not owed by the Contractor.

1.4 Any terms and conditions other than these Terms and Conditions for the provision of Services, Events or Trade Fairs in the B2B sector, in particular the Client's general terms and conditions are excluded.

2. Remuneration, terms of payment

2.1 The Client must pay the agreed remuneration. All prices are net plus the statutory value added tax applicable at the time. The Contractor will issue corresponding invoices for this purpose.

2.2 With regard to Services provided by the Contractor, the following applies: Invoicing shall take place when the Deliverables are rendered, unless otherwise provided for in the Contractor's offer.

2.3 With regard to Events and Trade Fairs organized by the Contractor, the following shall apply: At the request and discretion of the Contractor, the Client shall make advance payment.

2.4 Unless otherwise provided in these Terms and Conditions, invoices of the Contractor are due upon receipt of the invoice and are to be paid by the Client immediately and without deduction.

3. Registration, conclusion of Contracts for Events and Trade Fairs

Registration for an Event or Trade Fair shall be made in writing (by e-mail or fax) or online via the Contractor's website. The contract shall only come into effect upon written confirmation of registration (by e-mail or fax) by the Contractor.

4. Obligations of the Client to cooperate and/or inform

- 4.1 Insofar as the Client has duties to cooperate and/or provide information, the Client shall perform any necessary cooperation and/or information duties in a timely manner and free of charge for the Contractor. The Client must ensure that the Contractor can render the Deliverables quickly and without interruption or hindrance.
- 4.2 If the Client does not perform the duties of cooperation and/or information incumbent upon him or does not perform them in a timely manner, the Contractor shall be entitled, after unsuccessful warning, to perform the necessary measures itself or have them performed by third parties at the Customer's expense.
- 4.3 If as a result of such circumstances it should turn out that the provision of the Deliverables has become impossible or unreasonable for the Contractor, the Contractor shall be entitled to terminate the Contract with immediate effect and the Client shall compensate the Contractor for the Deliverables rendered for the Client up to the time of termination and for the expenses already incurred.

5. Force majeure, adjustment of Contract

- 5.1 The Contractor is not responsible for cases of force majeure or any other circumstances beyond his control. Such circumstances include, in particular, epidemics, pandemics, fire, flood, earthquakes, mobilization, war (whether declared or not), riots, requisitioning, industrial disputes, restrictions on the transfer of foreign exchange, embargoes, delay or non-granting of import licenses, restrictions on the granting of an entry or exit permit to employees, transport restrictions, general shortage of raw materials and supplies and restrictions on the supply of energy.
- 5.2 If circumstances within the meaning of 5.1 substantially change the economic significance or the content of the Deliverables or have a considerable effect on the Contractor 's operations, the Contract shall be adjusted accordingly in good faith. Insofar as this is not economically justifiable, the Contractor shall be entitled to withdraw from the Contract or to terminate the Contract. If he wishes to make use of the right to withdraw or terminate the Contract, he must inform the Client immediately after becoming aware of the consequences of the event, even if an extension of the time of performance was initially agreed with the Client.

6. Time of performance, delay

- 6.1 Compliance with the time of performance presupposes the timely receipt of all documents to be supplied by the Client, necessary permits and releases, the timely performance of duties of cooperation as well as compliance with the agreed terms of payment and other obligations by the Client. If these prerequisites are not fulfilled in time; the time of performance shall be extended appropriately; this shall not apply if the Contractor is responsible for the delay.
- 6.2 If the Deliverables are not provided on time for reasons for which the Contractor is not responsible, the time of performance shall be extended accordingly.
- 6.3 If the Contractor is in default, the Client may - provided he can credibly demonstrate that he has suffered a loss as a result - demand compensation for each completed week of the delay of 0.5% each, but not more than a total of 5% of the net price for that part of the Services which could not be used due to the delay.
- 6.4 Claims for reimbursement of expenses or compensation (hereinafter referred to as "Claims for Compensation") of the Client due to delay in the provision of Deliverables and Claims for Compensation instead of provision of Deliverables exceeding the limits set out in 4.3, as well as other claims, shall be excluded in all cases of delayed Deliverables, even after expiry of a deadline set to the Contractor for rendering the Deliverables. This shall not apply in cases of intent or gross negligence where liability is mandatory. The above regulations do not result in a change in the burden of proof to the disadvantage of the Client.
- 6.5 At the Contractor's request, the Client shall declare within a reasonable period of time whether he continues to insist on the Deliverables despite the delay and/or which of the claims and rights he is entitled to assert.

7. Liability

- 7.1 Unless otherwise provided for in these Terms and Conditions, Claims for Compensation by the Client, regardless of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.
- 7.2 In the following cases the exclusion of liability according to clause 7.1 does not apply:
in accordance with the Product Liability Act, in the event of intent, gross negligence on the part of the Contractor or of legal representatives or vicarious agents, in the event of malice, failure to comply with a guarantee assumed, on account of culpable injury to life, body or health, or on account of culpable breach of material contractual obligations. However, the Claim for Compensation for the violation of essential contractual obligations is limited to the contract-typical, foreseeable damage, unless another of the aforementioned cases exists.

7.3 The above regulations do not result in a change in the burden of proof to the disadvantage of the Client.

7.4 Insofar as the Client is entitled to Claims for Compensation according to this section 7, these shall become statute-barred within 12 months from the occurrence of the damage and the Client's knowledge or grossly negligent ignorance of the facts justifying the claim. This shall not apply in the event of intent or gross negligence on the part of the Contractor.

7.5 Insofar as the liability of the Contractor is excluded or limited, this shall also apply to the liability of the employees, executives, and vicarious agents of the Contractor.

8. No acquisition of ownership or rights, documents

8.1 The provision of Deliverables by the Contractor does not involve the granting of ownership or usage rights. No licenses to industrial property rights or copyrights of the Contractor are granted.

8.2 Unless otherwise agreed, the Client shall receive a non-exclusive right of use to all documents to be handed over in accordance with the Contract. The Client shall not make the aforementioned documents available to third parties without the consent of the Contractor.

9. Contract transfer, assignment, set-off

9.1 The Client may only transfer its rights and obligations under the Contract concluded under these Terms and Conditions with the prior written consent of the Contractor. The same applies in the event of assignment.

9.2 The Client may only set off undisputed or legally established claims against claims of the Contractor.

10. Place of jurisdiction

The exclusive place of jurisdiction is Berlin.

11. Applicable law

The applicable law is the law of the Federal Republic of Germany.

II. REGULATIONS FOREVENTS

The following provisions apply in addition to the provisions in Section 1:

1. Registration for Festivals

Participants of a Festival who bring in electric vehicles, appliances or other technical objects for testing are considered testers; participants who accompany the tests to observe are considered observers. Simultaneous registration as tester and observer is possible (so-called combi-ticket).

2. Performance of events

2.1 Events will be held in accordance with the event program published by the Contractor. The Contractor reserves the right to make changes insofar as these are necessary in the opinion of the Contractor and the changes do not fundamentally change the objective of the event.

2.2 There is no entitlement to the execution of an event. In particular, the Contractor is entitled to change the event location or the event period if he has a legitimate interest in doing so. This does not result in a claim for compensation by the Client. The Contractor will inform the Client about changes in good time.

2.3 The Contractor is entitled to cancel the event for important reasons for which he is not responsible. Such a reason is given in particular if a case of force majeure (1.5.1) exists.

3. Cancellation policy

For Festivals, the conditions under point 3.2 to point 3.4 apply, for other events the conditions under point 3.1 apply:

3.1 Event participants (except for participants of Festival) can cancel their participation free of charge up to 12 weeks before the first day of an Event. In case of a later cancellation, the registration fee will be charged in full. Cancellations must be made in writing (by e-mail or fax). However, the Client may transfer the participant ticket to a third party with the written consent of the Contractor.

3.2 Testers can cancel their participation free of charge until 24 weeks before the first day of the Festival. Cancellation up to 18 weeks before the first day of the Festival will incur a cancellation fee of 50% of the registration fee. In case of a later cancellation, the registration fee will be charged in full. Cancellations must be made in writing (by e-mail or fax).

3.3 Observers can cancel their participation free of charge until 12 weeks before the first day of the Festival. In case of a later cancellation, the registration fee will be charged in full. Cancellations must be made in writing (by e-mail or fax). However, the Client can transfer the observer ticket to a third party after written consent of the Contractor.

3.4 For combi-tickets according to 11.1, the cancellation conditions mentioned in 11.3.2 apply

4. Insurance by the Client when participating in a Festival

Testers are obliged to take out insurance for an appropriate amount. The conclusion of such an insurance policy must be proven to the Contractor upon request.

5. Ranking order

Should one of the above provisions in this section II. contradict the general provisions in section 1., the provisions in this section II. take precedence over the general provisions as special provisions.

III. REGULATIONS FOR THE PROCUREMENT OF TRADE FAIR STANDS

The following provisions apply in addition to the provisions in Section 1:

1. Implementation of the Trade Fair

There is no entitlement to participation as a sub-exhibitor. In particular, the Contractor is entitled to cancel participation in a Trade Fair and thus also the participation of the Client as a sub-exhibitor if the Client has a justified interest in this, in particular if the trade fair organizer changes or cancels the trade fair venue or the trade fair period. Such a reason is given in particular if a case of force majeure (1. 5.1) exists. This does not result in a claim for compensation by the Client. The Contractor will inform the Client about changes in good time.

2. Cancellation policy

The Client can cancel his participation free of charge up to 24 weeks before the first day of the Trade Fair. In case of cancellation up to 18 weeks before the first day of the Trade Fair, cancellation fees of 50% of the registration fee will be charged. In case of a later cancellation, the registration fee will be charged in full. Cancellations must be made in writing (by e-mail or fax).

3. Inclusion of the general terms and conditions of the organizer

Supplementary to these General Terms and Conditions, the contractual conditions between the Contractor and the trade fair organizer shall form an integral part of the Contract between the Client and the Contractor. The Contractor has sent these to the Client for information prior to conclusion of the Contract.

4. Ranking order

Should one of the above provisions in this section III. contradict the general provisions in section 1., the provisions in this section III. take precedence over the general provisions as special provisions.

IV. REGULATIONS FOR TRADE FAIRS ORGANIZED BY THE CONTRACTOR

The following provisions apply in addition to the provisions in Section 1:

1. Implementation of the Trade Fair

1.1 Trade Fairs are held in accordance with the event program published by the Contractor. The Contractor reserves the right to make changes insofar as these are necessary in the opinion of the Contractor and the changes do not fundamentally change the objective of the event.

1.2 There is no entitlement to the holding of a Trade Fair. In particular, the Contractor is entitled to change the event location or the event period if he has a legitimate interest in doing so. This does not result in a claim for compensation by the Client. The Contractor will inform the Client about changes in good time.

1.3 The Contractor is entitled to cancel the Trade Fair for important reasons for which he is not responsible. Such a reason is given in particular if a case of force majeure (1.5.1) exists.

2. Cancellation policy

Trade fair participants can cancel their participation free of charge up to 24 weeks before the first day of the Trade Fair. In case of cancellation up to 18 weeks before the first day of the Trade Fair, cancellation fees of 50% of the registration fee will be charged. In case of a later cancellation, the registration fee will be charged in full. Cancellations must be made in writing (by e-mail or fax).

3. Ranking order

Should one of the above provisions in this section IV. contradict the general provisions in section 1. the provisions in this section IV. take precedence over the general provisions as special provisions.