

General Terms and Conditions of Heise Medien GmbH & Co. KG for Heise Events

§ 1 Scope of application

The following General Terms and Conditions apply for all agreements concluded between the organizer and sponsors and/or exhibitors (referred to hereinafter as “the customer”) for the execution of events by Heise Medien GmbH & Co. KG (referred to hereinafter as “the organizer”). We expressly reject the inclusion of differing General Terms and Conditions of the customer.

§ 2 Organizer

The organizer is Heise Medien GmbH & Co. KG.

§ 3 Conclusion of the agreement

Following a presentation made by the organizer, the customer chooses between different packages and notifies the organizer of his selection. The agreement shall come into force as soon as the organizer confirms it.

§ 4 Services and costs

The services of the organizer and the size of the resulting remuneration depend on which package the customer chooses. Details on this are to be found in the presentation folder which is part of the agreement concluded between the two parties.

§ 5 Conditions of payment

The organizer carries out invoicing after conclusion of the agreement. Payment is due at the latest 4 weeks before the event begins. If payment by the customer is delayed, the organizer reserves the right to cancel the agreement and make other arrangements for the booth space concerned. § 7 of these General Terms and Conditions applies with regard to the compensation to be paid. If the customer remains in arrears with the payments, he shall be excluded from taking part in the event.

§ 6 Booth allocation and advertising

The booths are allocated by the organizer. The setup and dismantlement times announced prior to the event are binding. Costs resulting from non-compliance with these times shall be covered by the party responsible.

Customers are only allowed to place exhibits and advertising material at their booths or on advertising surfaces allocated by the organizer.

§ 7 Cancellation

The following cancellation conditions apply:

- If the customer cancels after registration/confirmation, there is a cancellation fee of 50% of the price to be paid according to the agreement
- If the customer cancels up to six weeks before the event starts, there is a

cancellation fee of 75% of the price to be paid according to the agreement

- If the customer cancels less than six weeks before the event starts, there is a cancellation fee of 100% of the price to be paid according to the agreement

In each of the cases mentioned, the customer is entitled to prove that no damage or less damage has been caused for the organizer.

§ 8 Warranty and liability

The organizer assumes no obligation to take care of exhibition goods and stand furnishings and no liability for loss of or damage to them.

In the case of wilful intent or gross negligence, the organizer is liable without restrictions for injury to life, body or health according to the regulations of the Product Liability Act and within the scope of a guarantee or assurance.

Otherwise, the organizer is only liable in the case of slight negligence when he violates an obligation the fulfilment of which makes the correct execution of the agreement possible in the first place, the violation of which jeopardizes the achievement of the purpose of the agreement and in the observation of which the customer can put his trust (cardinal duty). When a cardinal duty is violated, liability is restricted to the foreseeable damage typical for the agreement. This also applies for loss of profit and loss of savings. Liability for other consequential damage due to defects is ruled out.

If the organizer is liable for the violation of a significant contractual obligation, the height of the liability for the total of all losses occurring under this agreement and the relevant individual agreements in each calendar year is restricted to the total remuneration to be paid per calendar year. The unlimited liability of the organizer for wilful intent remains unaffected by this.

Damage claims towards the organizer expire within one year. This does not apply for damage which the organizer, his legal representatives, senior executives or vicarious agents cause with wilful intent or for claims due to unlawful acts. It also does not apply for claims made according to the German Product Liability Act.

The above provisions also apply for the legal representatives, senior executives, employees and vicarious agents of the organizer.

§ 9 Caveats

The organizer reserves the right to make slight changes to the content of the event, use substitute speakers, change times and places, shorten or lengthen the event, close it partly or completely or cancel it altogether. If one of these is the case, claims for refunds or price reductions as well as claims for damages are ruled out if the reasons are

not within the power of the organizer and in cases of force majeure. If the organizer is responsible for the cancellation of the event, the customer is entitled to a refund of the remuneration paid. Claims going above and beyond this are ruled out.

§ 10 Miscellaneous

The place of performance and the legal venue is Hanover.

There are no additional oral agreements. All alterations to these General Terms and Conditions must be made in writing before they can become

effective. This also applies for the waiver of the written form requirement.

If a provision of the General Terms and Conditions is or becomes ineffective, this does not affect the validity of the remaining General Terms and Conditions. If necessary, the invalid provision will be replaced by a clause coming as close as possible to the desired wording.

Data as of: April 2015