

EUROKONGRESS GmbH, Munich – General Terms and Conditions of Business

1. **Scope of validity**
 - 1.1. These General Terms and Conditions of Business are valid for all contractual relationships between EUROKONGRESS GmbH (hereinafter "EUROKONGRESS") and the Customer regarding the organization and staging of congresses, conventions, company events (hereinafter referred to as "the Event" or "the Events") and all other activities and related services performed by EUROKONGRESS.
 - 1.2. The Customer's general terms and conditions of business do not apply, except where the validity of said terms and conditions is explicitly confirmed in writing by EUROKONGRESS.
2. **Conclusion of contracts**

Unless agreed otherwise in writing, offers submitted by EUROKONGRESS are non-binding. A contract with the Customer comes into existence only when the Customer provides written confirmation of EUROKONGRESS' most recent offer. The Customer and EUROKONGRESS are contractual partners.
3. **Role, rights and duties of the Organizer**
 - 3.1. Unless agreed otherwise in writing, the Customer is, for legal and tax purposes, the Organizer. As such, the Customer bears all legal rights and duties as well as all economic risks arising from the Event.
 - 3.2. EUROKONGRESS is the Organizer only if this is agreed in advance in writing.
 - 3.3. Except where the contractual partners agree otherwise in writing, EUROKONGRESS shall, in the name and for the account of the Customer, sign contracts with third parties where this is necessary to the staging of an Event.
 - 3.4. The Customer guarantees that Events which EUROKONGRESS is commissioned to stage shall in no way infringe on third-party rights and, in particular, that they shall violate no prescriptions of law in any form whatsoever.
4. **Prices, payment, offsetting**
 - 4.1. Unless agreed otherwise in writing, EUROKONGRESS shall calculate its fees on the basis of hourly and daily rates. Daily rates assume an eight-hour working day per employee during preparations for the Event and a ten-hour working day per employee during the Event itself.
 - 4.2. The agreed fees and costs are net amounts. Value-added tax (sales tax) at the statutory rate valid when service is rendered will be charged on top of these fees and costs.
 - 4.3. EUROKONGRESS' fees do not include communication expenses, which are charged separately in accordance with the current valid price list. This list is known to the Customer.
 - 4.4. Unless agreed otherwise in writing, EUROKONGRESS is entitled to charge a regular travel agent's commission when it handles the provision of hotel accommodation. This entitlement also applies to the brokering of other third-party services (such as the services of artists).
 - 4.5. If more than four months elapse between conclusion of the contract and the Event and if the prices originally agreed for the Event increase in this period, EUROKONGRESS is entitled to adjust the agreed prices accordingly. The Customer will be notified in writing of any such adjustments. Prices shall not be adjusted by more than actual increases in the factors specified.
 - 4.6. EUROKONGRESS is at all times entitled to request that the Customer make a reasonable downpayment on the expected invoice amount. Except where the downpayment amount and the due dates are agreed otherwise in individual cases, the following terms shall apply for Events to be staged by EUROKONGRESS:
 - 10% upon conclusion of the contract (as a security deposit)
 - 40% one month before the Event begins
 - The remainder (50%) upon receipt of the invoice.Downpayments will be deducted from the final invoice.
 - 4.7. If the Customer does not make the downpayment calculated by EUROKONGRESS by the agreed date, EUROKONGRESS has the right to withdraw from the agreements it has reached with the Customer. In such cases, EUROKONGRESS is entitled to charge cancellation fees in accordance with Section 6 of these General Terms and Conditions of Business.
 - 4.8. Invoices from EUROKONGRESS are payable net (without deductions) within eight days of receipt. If the Customer delays payment, EUROKONGRESS is entitled to charge penal interest in accordance with statutory provisions. EUROKONGRESS also reserves the right to charge the Customer for further costs incurred in relation to delayed payment (e.g. the cost of involving third parties).
 - 4.9. EUROKONGRESS reserves the right to offset due receivables from the Customer against any current credit amounts in respect of the Customer.
5. **Changes to the number of participants or the terms of the Event**
 - 5.1. If EUROKONGRESS and the Customer agree that a minimum number of participants must register, EUROKONGRESS reserves the right to charge for this minimum number of participants even if the agreed minimum number of registrations is not reached.
 - 5.2. If the Customer alters material terms and conditions of the order that influence EUROKONGRESS' organizational or administrative costs without prior consultation with EUROKONGRESS (e.g. by changing the venue, date or timing of the Event, altering the procedure for handling participants, shifting deadlines and responsibilities relating to schedules and project planning or altering the budget framework), EUROKONGRESS is entitled to invoice the Customer for the resultant additional expenses on the basis of the fee schedules agreed for the Event.
6. **Cancellation**
 - 6.1. The Customer has the right to cancel the order in part or in full. Cancellation must be made in writing. If an order is canceled, EUROKONGRESS is entitled to charge reasonable compensation. Unless agreed otherwise in writing, the cancellation fee shall be calculated as follows:
 - Cancellation up to six months before the Event begins: EUROKONGRESS will charge for the services rendered up to the date of cancellation.
 - Cancellation between six and three months before the Event begins: EUROKONGRESS will charge for the services rendered up to the date of cancellation, but not less than 50% of its total scheduled fee.
 - Cancellation between three months and one month before the Event begins: EUROKONGRESS will charge 90% of its total scheduled fee.
 - Cancellation less than one month before the Event begins: EUROKONGRESS will charge 100% of its total scheduled fee plus a charge for lost revenue.
 - 6.2. If the Customer cancels the Event, the Customer shall bear all costs incurred by third parties and all cancellation charges incurred.
7. **Right of rescission**
 - 7.1. EUROKONGRESS has the right to withdraw from the contract if circumstances beyond the control of EUROKONGRESS make it impossible to fulfill the contract. The same applies if Events are booked on false premises regarding material factors (such as the Organizer or the purpose of the Event), in particular if, contrary to guarantees provided by the Customer, the staging of the Event would infringe on third-party rights or violate the prescriptions of law. EUROKONGRESS also has the right to withdraw from the contract if the Customer does not correctly, completely or punctually satisfy conditions or provide information that is/are necessary to contractual fulfillment such that EUROKONGRESS is unable to provide the contractually agreed services properly and/or on time.
 - 7.2. In such cases, the provisions laid down in Section 6 apply with regard to cancellation fees and costs incurred by third parties. EUROKONGRESS explicitly reserves the right to assert claims for damages above and beyond the scope of said provisions.
8. **The Customer's liability**

The Customer is liable for damage, losses or the infringement of third-party rights by itself, its employees, its vicarious agents or other third parties acting on its behalf in the preparation and staging of the Event. The Customer is, at its own cost, responsible for ensuring that adequate insurance coverage is taken out.
9. **EUROKONGRESS' liability**
 - 9.1. Except in cases of willful intent and gross negligence, EUROKONGRESS is liable for damages that occur during an Event only insofar as it violates material contractual obligations whose violation could jeopardize the purpose of the contract as a whole. Any compensation for damages is limited to the coverage provided by the business liability insurance taken out by EUROKONGRESS.
 - 9.2. EUROKONGRESS accepts no liability for damages – especially in the context of outdoor Events – that are caused by extraordinary natural occurrences, force majeure or terrorist attacks.
 - 9.3. Where an Event requires special security precautions or where insurance must be taken out on account of special conditions (e.g. the venue of the Event or individual items on the agenda), EUROKONGRESS is entitled to conclude the corresponding agreements in the name and for the account of the Customer.
 - 9.4. Except where the proprietor is liable for damages, the Customer is liable for exhibits, convention materials and other items taken by the Customer onto the Event premises. For this reason, EUROKONGRESS accepts no responsibility to provide security or storage services. In particular, this provision also applies after the end of the Event. It is the responsibility of the Customer alone to insure items taken onto the premises.
10. **Other provisions**
 - 10.1. These General Terms and Conditions of Business and all legal relationships between the contractual partners are governed by the laws of the Federal Republic of Germany.
 - 10.2. Amendments and/or supplements to these provisions – including amendments to the requirement for the written form – must be made in writing. No subsidiary oral agreements have been made.
 - 10.3. Should individual provisions in these General Terms and Conditions of Business be invalid or unenforceable or should these General Terms and Conditions of Business be found to contain legal loopholes, this shall not affect the validity of the remaining provisions. In such cases, the contractual partners shall replace the invalid or void provisions by those legally valid provisions that come closest to achieving the business purpose intended by the invalid provisions. The same principle applies *mutatis mutandis* where legal loopholes must be filled.
 - 10.4. The place of fulfillment and the sole venue of jurisdiction is Munich (Landgericht München I).