

## General terms and conditions of CONGRESS SUPPORT International GmbH, Kassel

### I. Business activity / Validity

These general terms and conditions apply to all - also future - contracts and other services in the commercial sector (towards entrepreneurs, companies, legal entities under public law, etc.). The client's terms and conditions are expressly rejected insofar as they do not correspond to these General Terms and Conditions; they do not bind CONGRESS SUPPORT International GmbH (hereinafter referred to as "CONGRESS SUPPORT") even if CONGRESS SUPPORT does not expressly reject them again after receipt by CONGRESS SUPPORT.

### II. Offers / Bookings / Conclusion of contract

- Offers from CONGRESS SUPPORT are subject to change without notice. The mutual signing of the brokerage contract is decisive.
- Any documents handed over with the offer, such as descriptions of trade fair and congress centres, hotels and rooms, travel dates and prices, catalogues, brochures, illustrations, drawings, presentations, graphics, layouts and technical data only contain non-binding information and descriptions.
- Registrations or booking requests of the customer can be made in writing or by electronic means (for example: e-mail). CONGRESS SUPPORT will immediately send the client a written brokerage contract, which becomes binding upon signature by both parties. By placing a written order, the client bindingly commissions CONGRESS SUPPORT to broker an accommodation or travel contract between him and the accommodation company, tour operator or other service provider on the terms agreed in the individual contract.

### III. Prices

- The prices of CONGRESS SUPPORT for support services are exclusive of the statutory value added tax at the current rate. CONGRESS SUPPORT provides its support services at the flat-rate remuneration rates applicable at the time or at CONGRESS SUPPORT's hourly or daily rates, unless otherwise agreed. Travel and overnight expenses for separate services provided in addition to the support services of CONGRESS SUPPORT will be invoiced separately according to expenditure, as will the mileage allowance.
- In the event of rebooking at the client's request, CONGRESS SUPPORT reserves the right to charge any additional expenses/fees that may arise.

### IV. Payment and Settlement

- If CONGRESS SUPPORT acts in the name and for the account of other accommodation companies, tour operators and other service providers, the payment terms and conditions are governed by the General Terms and Conditions of the latter and the terms agreed in the individual contract. If the client's payments are made directly to and through CONGRESS SUPPORT for the purpose of fulfilment, CONGRESS SUPPORT accepts them in trust for forwarding to the accommodation companies, tour organisers and other service providers.
- In the event of default of payment, the customer is obliged to pay interest on the outstanding amount at a rate of 9% above the respective base rate p.a.  
The assertion of a concrete damage caused by delay remains unaffected by this.
- If deposits have been agreed upon, these are to be made in advance on the agreed due date. Cancellation, processing and rebooking fees are due immediately.
- Counterclaims that are disputed by CONGRESS SUPPORT or not legally established entitle the client neither to withhold nor to offset.
- If CONGRESS SUPPORT subsequently becomes aware of circumstances that result in a significant deterioration in the client's financial situation and that jeopardise CONGRESS SUPPORT's claim for payment, CONGRESS SUPPORT is entitled to demand immediate payment and, even in the case of existing orders, to demand securities or advance payment for future brokerage activities or deliveries and services. The client may avert these legal consequences by payment or by the provision of security in the amount of the endangered payment claim.

### V. Type of service, Subcontracting, Obligations to cooperate

- CONGRESS SUPPORT acts on the basis of these General Terms and Conditions as a broker of travel services, in particular of hotel room contingents for conferences and congresses, transport services (e.g. flights) and other travel services, and as a provider of support services. The contractual relationship with regard to travel services is established directly and immediately between the client and the respective accommodation company, tour operator or other service provider on the basis of the General Terms and Conditions of the latter, which can also be requested from CONGRESS SUPPORT. CONGRESS SUPPORT's contractual obligation is limited solely to the proper arrangement of travel services and the provision of its support services. The scope of the brokerage contract and the support services are specified in the individual contract.
- For the individual details of the hotel, travel and individual services, CONGRESS SUPPORT relies on the information that CONGRESS SUPPORT receives from the respective accommodation companies, tour operators or service providers. The customary hotel classification according to stars merely provides a non-binding indication of the hotel standard. CONGRESS SUPPORT has no way of checking the legality of this information. CONGRESS SUPPORT can therefore make no guarantee as to the completeness, accuracy or currency of this information. The same applies to other information transmitted by CONGRESS SUPPORT and made available by third parties.
- If documents are sent to the client by CONGRESS SUPPORT, the client bears the risk from the moment they are sent to the post/courier service or handed over to a deliverer. If the client sends documents to CONGRESS SUPPORT, this is also at the client's risk.
- CONGRESS SUPPORT has no obligation to provide information or advice on statutory or otherwise regulated travel conditions with regard to the destination country or other travel circumstances.
- CONGRESS SUPPORT provides its brokerage services and support services in conjunction with a network of partner agencies and other service providers. For this reason CONGRESS SUPPORT is entitled to carry out the brokerage and support activities assigned to CONGRESS SUPPORT itself or to commission third parties to do so, and in so doing is liable for its brokerage and support services as for its own conduct within the scope and limitations of the liability provisions set out below under Section VII.
- The client undertakes to CONGRESS SUPPORT to provide, free of charge, all necessary cooperation (such as sending the guest list) and all assistance with due diligence and within the agreed or necessary time limits required to fulfil the purpose of the contract. Any delays or omissions on the part of the client shall not constitute a default or breach of contract on the part of CONGRESS SUPPORT.

### VI. Reservation of title

- All goods and services provided in addition to brokerage and support services remain the property of CONGRESS SUPPORT until all claims arising from the business relationship have been settled, regardless of their legal basis, including future or conditional claims. The client must inform CONGRESS SUPPORT immediately of any seizure or other interference by third parties.
- The client is obliged to make all necessary declarations, submit applications and take any other measures that are necessary and expedient to secure the property and claims of CONGRESS SUPPORT. Particularly in the case of foreign orders, the foreign client is obliged to cooperate in every respect in the realisation of the reservation of title or a corresponding security (creation of a lien) and to comply with the respective formal requirements.

### VII. Liability

- Any liability on the part of CONGRESS SUPPORT arising from and in connection with the accommodation arranged by CONGRESS SUPPORT and between the client and the respective accommodation companies any contractual relationships concluded directly with organisers or service providers, in particular for poor performance, reduced performance or non-performance, shall be excluded. In particular, CONGRESS SUPPORT assumes no liability or guarantee for the success of the trip. CONGRESS SUPPORT is liable for the brokerage and support services provided by CONGRESS SUPPORT only within the scope of the following paragraphs 2 and 3.
- The client is responsible for the correctness and completeness of the documents and other information provided to CONGRESS SUPPORT

for the purpose of carrying out the order, and for any other details or specifications for the performance of the agency work or other deliveries and services provided by CONGRESS SUPPORT. Errors on the part of the client in this regard cannot constitute grounds for a deficiency in the services or for liability on the part of CONGRESS SUPPORT.

3. Claims for damages by the customer, regardless of the legal basis, in particular due to the breach of duties arising from the contractual obligation and from tort, are excluded. This does not apply in cases of intent or gross negligence, due to injury to life, body or health, for liability under the Product Liability Act, for any guarantee assumed by CONGRESS SUPPORT, for damage due to a culpable breach of material contractual obligations, or in other cases of mandatory legal liability. Essential contractual obligations are the respective contractual main performance obligations as well as other contractual (secondary) obligations which, in the event of a culpable breach of duty, may result in the achievement of the purpose of the contract being jeopardised. However, liability for the violation of essential contractual obligations is limited to the replacement of the contract-typical, foreseeable damage, unless intent or gross negligence is present or liability is assumed due to injury to life, body or health.

#### **VIII. Reference and Liability for external websites**

The offer and contract documents provided by CONGRESS SUPPORT, in particular insofar as they contain documents from accommodation companies, event organisers and other service providers, may contain links to third-party websites operated by other parties. CONGRESS SUPPORT cannot control such third-party websites and is not responsible for their content. A link to such websites does not imply an endorsement of the material on such websites or any association with their operators. CONGRESS SUPPORT therefore accepts no liability whatsoever with regard to such third-party websites and any damage that may arise in connection with their use.

#### **IX. Property rights, Copyright and Rights of use**

The offer, the contractual documents, the products and the information are based either on CONGRESS SUPPORT's own research and/or corresponding information/supplies from third parties, that is the respective accommodation companies, organisers/service providers and data suppliers. All data, products, software, images, illustrations and information that the client receives via the offer and contract documents are protected by copyright and other rights relating to their intellectual property. The Customer may not therefore modify, copy, distribute, transmit, exhibit, show, reproduce, republish, license, create derivative works from, assign or sell them. Without the prior written consent of CONGRESS SUPPORT or the entitled party, both the modification of the data and information and their commercial use of any kind, as well as their use for purposes other than personal, non-commercial purposes, is a violation of copyright and other property rights and is therefore prohibited. CONGRESS SUPPORT reserves the right to prosecute and claim damages in the event of a breach of copyright.

#### **X. Advertising/References**

CONGRESS SUPPORT is entitled to refer to its business relationship with the client in CONGRESS SUPPORT's reference documents, unless the client forbids CONGRESS SUPPORT to do so in written form when the contract is concluded.

#### **XI. Data Protection and Confidentiality**

1. CONGRESS SUPPORT undertakes to use the client's data collected during the execution of the contract solely for the purpose of processing bookings made by CONGRESS SUPPORT and not to pass them on to uninvolved third parties, unless there is a legal or official obligation to do so. Insofar as this is necessary for processing bookings made with CONGRESS SUPPORT, CONGRESS SUPPORT is permitted to pass on the booking data collected to the respective contractual partners and service providers.

2. CONGRESS SUPPORT undertakes to keep secret all information and documents accessible to CONGRESS SUPPORT in connection with the conclusion of the contract that are designated as confidential or are clearly recognisable as the client's business or trade secrets under other circumstances, during the collaboration and for a period of five years after its termination, and not to record, pass them on or exploit them unless this is necessary to achieve the purpose of the contract.

3. CONGRESS SUPPORT has ensured, by means of suitable contractual agreements with the employees and/or third parties commissioned by CONGRESS SUPPORT, that they too will refrain to the same extent from any exploitation, disclosure or unauthorised recording of such business and trade secrets.

4. The client will comply with the same confidentiality obligations as mentioned above without restriction with regard to CONGRESS SUPPORT's business and trade secrets.

#### **XII. Assignment of claims / Termination**

1. The assignment of claims against CONGRESS SUPPORT to third parties requires the prior written consent of CONGRESS SUPPORT in all cases.

2. CONGRESS SUPPORT is entitled to cancel current orders/individual orders within the scope of these General Terms and Conditions without compensation if the client liquidates his company or transfers it in whole or in part to third parties, or if insolvency is applied for against the client, or if a judicial composition or insolvency administrator is appointed over a substantial part of the client's company, or if corresponding measures are taken to dissolve the business or to reach a settlement with the client.

#### **XIII. Place of performance, Jurisdiction, Applicable law and Written form**

1. The place of performance for CONGRESS SUPPORT's deliveries and services is the registered office of CONGRESS SUPPORT in Kassel. The exclusive place of jurisdiction is Kassel, Germany, unless the client is a merchant, a legal entity under public law or a special fund under public law and unless otherwise agreed below. CONGRESS SUPPORT may also bring an action against the client at the court having jurisdiction over his place of business.

2. All legal relations between CONGRESS SUPPORT and the client, in particular those arising from individual orders, are governed by the law of the Federal Republic of Germany, excluding the uniform UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of the German IPR.

3. Amendments or additions to these General Terms and Conditions of Business or to individual contracts concluded by CONGRESS SUPPORT on the basis of these General Terms and Conditions of Business must be made in text form. This also applies to the text form agreement itself.

4. If any part of these general terms and conditions is invalid, the validity of the remaining parts of these general terms and conditions shall not be affected. In place of the invalid contractual provisions, the parties undertake to replace them immediately by way of supplementary agreement by such agreements which come closest to the economic result of the invalid provisions. The same shall apply mutatis mutandis in the event of one or more loopholes.

April 2020