

Terms and Conditions of CONET for Events

Introduction

These terms and conditions of the CONET Group apply to all contracts between you and the respective contracting company of the CONET Group — hereinafter referred to as "CONET" or "we" — for the implementation of or participation in one or more events (e.g. seminars, training sessions, certifications, coffee breaks, vision days) by CONET.

1. Registration

(1) Registration for events is via the online form created for this purpose. By registering you are also confirming the applicability of these terms and conditions.

(2) Your registration is binding for you for a duration of 14 calendar days from receipt by CONET. During this period, we will check the availability of places at the event. Since the number of places is generally limited, you do not have a right to participate until you receive a binding confirmation of registration from us. Registrations are processed in the order in which they are received by us.

Once we have checked availability, we will either send you a confirmation of registration or a rejection. A binding contract regarding your participation in the event is created between you and us on receipt of the confirmation of registration. If you are acting with the appropriate authorisation as an employee of your company when you register, the contract is created between your company and us.

2. Attendance fee

(1) The relevant attendance fee for participation in the event is due unless participation in the event is expressly indicated as being free of charge.

(2) The fees are quoted per participant. The prices in the current event programme or the attendance fees indicated in the currently valid event documentation apply. The individually agreed fees take priority for company training sessions.

(3) All prices and fees are quoted before the statutory VAT.

(4) The attendance fee only covers the services that are expressly mentioned. Where no services are mentioned, the fee is based on participation in the event, the supporting documents, drinks during the event and catering during the breaks. Travel expenses and accommodation costs accrued by participants are not included.

(5) You will receive a correct invoice as a PDF together with the confirmation of registration. The invoice amount is due on receipt of the invoice and must be paid within 14 calendar days of receipt of the invoice with no deductions. Please transfer the amount to the account stipulated by us indicating the invoice number.

3. Cancellation

(1) Your registration and the contract are binding within the framework set out above (see Clause 1). This is the only way we are able to plan the event, for example by booking the event location and the speakers and preparing the documents etc.

(2) Any cancellation of your participation must be by letter or fax.

(3) If you cancel your participation in an event which is subject to a fee (see Clause 2 paragraph (1)), we will charge the following cancellation fees:

- Cancellation up to 20 working days before the event: 30% of the gross final price
- Cancellation up to 14 working days before the event: 60% of the gross final price
- Cancellation up to 5 working days before the event: 80% of the gross final price

If you cancel after this we will charge you the full attendance fee. You are entitled, however, to send a replacement participant.

(4) If you cancel or fail to attend a free event without telling us (see Clause 2 paragraph (1)), we will charge the following flat-rate cancellation fees for our time, the provision of an appropriate space and staff and technical resources, provided we have indicated that cancellation fees will be charged on the invitation to the event:

- Cancellation up to 14 working days before the event: free of charge
- Cancellation up to 5 working days before the event: EUR 25.00 cancellation fee
- If you cancel after this and/or do not attend: EUR 40.00 cancellation fee

You retain the right to prove that the damages caused to us was lower or that there were no damages.

(5) In deviation of Clause (3), company training sessions can be cancelled up to three weeks before they start free of charge; a change of date can be requested as an alternative to cancellation.

In the case of cancellations we receive after the deadline mentioned but no later than one week before the start of the training session, a cancellation fee totalling 50% of the agreed training fee will be charged. If the cancellation is received after this, the full training fee will be charged. This also applies in the case of only partial failure to attend.

(6) In any case, you are entitled to show that the damages caused to us were lower or that there were no damages.

4. Cancellation by us, postponement of events

(1) We reserve the right to postpone or terminate even events for which we have given a binding confirmation if the number of participants is too low, if a speaker is taken ill or for other urgent reasons. The required minimum number of participants is five unless expressly indicated otherwise.

If the number of participants is too low, we will inform you that the event has been cancelled or postponed no later than two weeks before the start of the event. If we are unable to provide the service, in particular in the case of an illness of a speaker, we will inform you of the cancellation or postponement of the event as soon as possible.

(2) If the event is cancelled, CONET will reimburse the full attendance fee.

If the event is postponed, the participants will get the option to choose between registering for the new date or having the attendance fee refunded, subject to availability.

There are no claims against CONET other than those set out above, in particular no reimbursement of expenses, cancellation fees for travel that has been booked, hotels etc.

5. Changes to the programme

(1) We reserve the right to make changes to the programme and/or to arrange for the events to be run by speakers other than those indicated to the extent that this will not significantly impair the scope and quality of the thematic focus and the change is not unreasonable for the participants for other reasons.

Changes to the programme may be necessary in particular due to an adjustment of a thematic focus to current technical, organisational or legal developments.

(2) The binding nature of the reservation and attendance fee are not affected by a change made in accordance with the paragraph above.

6. Rights to documents, copyrights, image rights; consent

(1) Where you are given documents, software or similar within the scope of the event, these materials are subject to statutory copyright protection. Any copying, passing on, sale or other use or exploitation except for the purposes to which you expressly entitled is only permitted with the express, prior, written consent of CONET.

(2) We are entitled to produce image material (e.g. photos and video recordings) during the event in order to use this for purposes of documentation, to prepare supporting or subsequent reports and/or subsequently advertising the event and for commercial notification of the subsequent events. In doing this, we ensure that your personal rights are not infringed.

On conclusion of the contract but no later than the participation in the event, you grant us your consent for the production and use of the image material within the above mentioned framework. If you have any objections to this, please inform us in good time before the start of the event.

7. Limitation of liability

(1) An economic success of the event or its results of any kind is expressly not achieved by CONET.

(2) CONET is liable exclusively as follows for any damages:

(2a) CONET is liable to an unlimited extent for damage which CONET causes intentionally or by gross negligence.

(2b) In the case of the infringement of an obligation that you should have been able to rely on being fulfilled and the fulfilment of which enables the proper implementation of the contract (known as a cardinal obligation) due to simple negligence, CONET's liability is limited to the damage which typically would be paid within the scope of the relevant contractual relationship (known as foreseeable damage typical of the contract). CONET's liability for damages caused by simple negligence is otherwise excluded.

(2c) In the case of liability in accordance with paragraph (2b) above, CONET's liability under the respective contract is limited to a total of twice the agreed gross final price (e.g. gross attendance fee).

(2d) Liability for fraudulent intent, for damages to persons and liability in accordance with the Product Liability Act is not affected by the regulations above.

8. Place of jurisdiction, place of performance

(1) The exclusive place of jurisdiction is Siegburg.

(2) The place of performance is the location at which the respective event is carried out.