

# General Terms and Conditions applicable to AIKW® events

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## Preamble

WHEREAS the **Association of International Roll Pass Designers and Rolling Mill Engineers** – hereinafter referred to by its German initials as the "AIKW" – is a registered association in the sense of Article 5 Clause 5 of the German Corporation Tax Act (KStG) and

WHEREAS the Association is a non-profit organisation and does not pursue its own economic interests.

## Article 1 Scope of applicability

The AIKW shall be deemed to furnish the services scheduled below solely on the basis of these General Terms and Conditions of Business. The General Terms and Conditions of Business shall apply to all conferences, lectures, plant visits, side programmes, seminars and workshops, hereinafter referred to collectively as "events" furnished by the AIKW.

The General Terms and Conditions of Business govern the contractual relationship between the attendee at an event and the AIKW. Registration for an event shall be deemed to constitute acceptance by the attendee of the edition of the AIKW's General Terms and Conditions of Business valid at the time of registration.

The AIKW's General Terms and Conditions of Business shall apply to all events to the exclusion of any and all other terms and conditions. Any and all divergent attendee's or divergent attendee's company's General Terms and Conditions of Business shall be deemed applicable only when such application has been expressly acknowledged as applicable in advance in written form (e.g. by letter, e-mail) by the AIKW.

## Article 2 Amendment of our General Terms and Conditions of Business

The AIKW shall be deemed entitled even after the making of the Contract to modify these General Terms and Conditions of Business in conformity to this provision for the ongoing contractual relationship. The AIKW hereby undertakes to inform prospective attendees in writing of any change or changes made and to draw prospective attendees' attention to the fact that, unless such prospective attendee within a period of six weeks from notification of the change or changes objects in writing to the change or changes, the change or changes made is/are now part of the Contract existing between prospective attendees and the AIKW. Failure to raise objection to such change or changes within such six-week period shall constitute tacit acceptance of such change or changes.

## Article 3 Registration

Registrations for an AIKW event shall be made in writing (by letter or by e-mail). The attendee will receive the confirmation of his/her registration by e-mail, the booking then becoming binding and the Contract with the AIKW thus coming into existence. Registration by Fax or by telephone is not possible.

Registration for an event must be received by the AIKW by the date specified in the event literature.

Since the possible maximum number of attendees for each event is limited, registrations will be processed in the chronological order of their receipt by the AIKW. The AIKW reserves the right to decline the registration of prospective attendees. The rejection of registration will be notified to the rejected attendee by e-mail.

#### **Article 4 Attendance fees**

Since the AIKW, as the organiser of scientific events, does not pursue its own economic interests, the attendance fees are in accordance with DIRECTIVE 2006/112/EC OF THE COUNCIL OF THE EU dated 28 November 2006 concerning the Common Value Added Tax System, CHAPTER 2, "Exemption for certain activities in the public interest." (Article 132) not subject to Value Added Tax.

All prices stated are to be understood in euros and are payable without deduction immediately upon receipt of invoice. Attendance fees must be paid prior to the start of the event.

Graduated prices for attendance at the event are provided as a function of date of payment. The corresponding prices can be found in the event programme.

We reserve decision on the attendance of the prospective attendee at the event in any case in which payment has not been received by the opening day of the event or in which no corresponding proof of payment is submitted. The AIKW also reserves the right to raise claim or claims for damages.

#### **Article 5 Concessionary attendance fees**

Concessionary attendance fees for members are available solely to attendees possessing active personal membership of the AIKW whose annual membership fee has been paid in full.

A maximum of one author per Paper presented at an AIKW event is exempted from payment of attendance fees. In the case of multiple authors cooperating on one Paper, the name of the person to be exempted from payment of the attendance fee shall be stated not later four weeks prior to the start of the event.

#### **Article 6 Methods of payment**

Payment for attendance at the event is due upon receipt of the confirmation of booking.

Where payment is requested on the basis of an invoice issued by the AIKW, such payment shall be effected within 14 days from the receipt of such invoice. All payments must be received by the AIKW not later than one week prior to the start of the event.

Only cash payment of the attendance fee is possible in the case of delayed payment at the door at the start of the event. Card payments (credit cards, bank cards, etc.) and Internet payment services (e.g. PayPal) will not be accepted.

Irrespective of the method of payment selected, payment shall be effected in full to the AIKW and with no deductions on any grounds whatsoever and this provision shall also apply to foreign clients and/or foreign prospective attendees.

## **Article 7 Cancellation**

Any cancellation of attendance at an event shall be uttered in writing. Free-of-charge cancellation is possible not later than 30 working days prior to the start of the event.

Cancellation of attendance by a prospective attendee not later than two weeks prior to the start of the event will incur a cancellation fee of 50% of the attendance fee payable for attendance at the event.

The full amount of the attendance fee shall in all cases be deemed payable where attendance is cancelled less than 14 days prior to the start of the event. The same provision shall also apply in cases in which the attendee fails for any reason to attend the event.

Where cancellation is uttered within the above-mentioned deadlines without payment of the attendance fee having been received the AIKW shall be entitled to invoice the outstanding attendance fee to the prospective attendee, to dun the attendee and to sue for the attendance fee in case of refusal of payment of such attendance fee.

## **Article 8 Declined services**

Attendees shall be deemed not to possess any right of reimbursement or partial reimbursement of the attendance fee in cases in which the attendee declines for reasons for which the attendee is responsible to make use of individual services duly offered to the attendee by the AIKW or by participating third-parties (as a result, for example, of the attendee's premature departure from the event venue and/or for any other imperative reason).

## **Article 9 Cancellation or alteration of events**

The AIKW shall be entitled to cancel or postpone at short notice events which have not already started in cases in which the minimum number of attendees has not been attained, on the grounds of legal provisions (e.g. a pandemic situation) or as a result of Force Majeure and/or for other organisational reasons.

The AIKW undertakes to notify prospective attendees concerning cancellation of an event by e-mail. Cancellation of such event will also be announced on the AIKW's Internet site (<https://www.aikw.org>).

The AIKW expressly reserves the right to alter event agendas provided the overall character of the event remains unchanged. Alterations to the internal sequence of the event or the reasonably acceptable transfer of the event to a different venue shall not entitle attendees to a reduction of the attendance fee or to withdrawal from the Contract.

The AIKW also reserves the right to alter or substitute individual Papers and/or individual plant visits without entitlements of any nature whatsoever arising for attendees.

The AIKW accepts liability for wasted expenditure or for any other loss or damage incurred by the contractual party as a result of the cancellation of the event and/or the alteration of event agendas only in the case of intent or of gross negligence. The AIKW's liability for more extensive loss and/or damage as a result of consequential damage and/or financial loss (such as loss of earnings and/or reimbursement of expenses) shall also be deemed excluded.

## **Article 10 Plant visits**

Where events include a visit to a plant, such visits shall be deemed to take place and to be dependent on the approval of the plant to be visited and to constitute a courteous

concession by such plant. The plant concerned shall therefore enjoy unrestricted discretion concerning the maximum number of participants (attendees) for the plant visit and concerning exclusion of individual persons from entering the plant or plants. There shall be no obligation to state the reason or reasons for such exclusion. The companies concerned reserve after receipt of the list of registered participants for the plant visit the right to exclude one or several or all such participants from entry to the plant. Such exclusion shall be deemed not to constitute grounds for any claims for damages against the plants to be visited or against the AIKW.

The safety regulations and all other regulations (e.g. prohibitions on filming and photography) applicable within the premises to be visited shall be deemed to apply and to be binding on all participants in all plant visits. The instructions issued by the plant guide shall be obeyed. Most especially, no participant shall at any time during the plant visit leave the group without permission of the plant guide. In case of violation of such regulations the plant(s) visited shall be deemed entitled to require the infringing participant(s) to leave the plant premises immediately.

There is in general only a limited number of places available for plant visits. The assignment of places for plant visits shall be based on the chronological order of receipt of registration for the event.

Attendees at events shall in all cases be deemed responsible for their own safety. The AIKW is unable to accept any liability whatsoever for accidents and/or other incidents occurring during bus travel and during plant visits.

There shall be no legal right to participation in plant visits and/or to bus transportation. Claims for damages on the grounds of non-participation in a plant visit shall be deemed excluded.

Because bus journeys may incur delays (as a result, for example, of heavy traffic, long traffic queues, non-availability of bus or involvement of the bus in an accident), participants are advised to include an adequate amount of time between the anticipated end of the plant visit and the participants' departure by train or by air. The AIKW can accept no liability whatsoever for claims for damages on the grounds of extra costs thus incurred for attendees' departure.

The AIKW reserves the right to alter the event agenda at any time.

## **Article 11 Side programme**

Where a side programme is provided for persons accompanying the attendee, bookings for participation in the side programme will be accepted in the chronological order of their receipt by the AIKW. Participation in the side programme is generally free-of-charge but does not include expenses for food and drink. Non-registered persons accompanying attendees shall not be entitled to participate in items on the agenda of the event itself.

The AIKW reserves the right to refuse admission to a registered attendee when such admission would exceed the maximum number of attendees. Prospective attendees will be notified by e-mail when the maximum number of attendees is reached. There shall be no legal right to participate in the side programme and in any other items on the agenda of any event. The AIKW reserves the right to cancel any side programme if a certain minimum number of participants is not attained.

All attendees/participants are responsible for their own safety. The AIKW is unable to accept any liability whatsoever for accidents and/or other incidents occurring during the conduct of or in association with the side programme.

## **Article 12 Copyright**

Conference Papers and similar event documentation (e.g. presentations, photo logs, worksheets, handouts, etc.) and all computer software used in connection with the event are copyright protected.

Information, data and event documentation made accessible by the AIKW may not be copied, reproduced, altered or distributed in any form whatsoever without the express written approval of the AIKW. This provision shall apply both to public use and to use for professional purposes. All trademarks and service marks present in or cited in such documentation are the exclusive property of the copyright owner.

Copying and/or forwarding to third-parties shall be deemed permissible only with the prior agreement of the copyright owner.

Any use outside the narrow limits of the Copyright Act shall be deemed impermissible without the consent of the AIKW and/or the author. This provision shall apply in particular to copying, reproduction in any form whatsoever, translation and any use outside the context of the event at which the Paper, etc., is presented.

Sound and speech recordings and the making of any images, including video images, are not permitted during any event. All rights are reserved solely for the AIKW.

## **Article 13 Photography, illustrations, films**

Only persons expressly nominated by the event organiser may perform commercial photography and filming of presentations or conference papers and other conference or event documentation and items exhibited.

The organiser shall be entitled to have photographs, illustrations and/or film recordings of exhibition stands, exhibition structures and/or exhibits made and to use such for advertising purposes and/or for press publications or similar. The exhibitor/the attendee shall not be entitled to raise objection on any grounds whatsoever to such photographs, illustrations and/or films. This provision shall also apply to images which the press and/or television make with the agreement of the organiser. Photographs, illustrations, films and all other documentation materials made by the organiser may be used by the exhibitor/the attendee only with the express permission of the organiser.

## **Article 14 Data protection**

The attendee hereby declares agreement that the AIKW gather, process and use on the basis of their relevant legal provisions the data necessary for the event. Obtainment of the attendee's specific consent shall be deemed not to be necessary. The AIKW undertakes to electronically store and process the attendee's data and/or that of the contractual party and/or that of the representatives of such attendee and/or contractual party solely for the purpose of the holding of the event. Such data may also be used to inform the attendee of future events.

The AIKW shall be entitled to supply the registration data provided to participating third-parties (e.g. companies visited in the context of plant visits, hotels contracted for an event and third-party companies participating in the organisation of the event) for the purpose of the furnishing of the respective services. The AIKW hereby undertakes to refrain from forwarding such data to unauthorised third-parties.

The AIKW processes the following personal data: Surname and forename, company affiliation, address, e-mail address, telephone number, banking data and other payment data.

The AIKW is empowered to collect and use the personal data necessary for the implementation of the Contract. The attendee shall at all times be entitled to obtain information on the scope and content of his/her personal data stored.

### **Article 15 Liability**

The AIKW is unable to accept any liability whatsoever for accidents and incidents occurring during the event. The AIKW shall bear liability for loss or damage occurring to the attendee within the event venue and/or during the plant visit(s) only where such loss and/or damage is incurred as a result of intent or of gross negligence on the part of the AIKW and its officers, representatives and servants.

The AIKW is unable to accept any liability whatsoever for the loss or the theft of items which the attendee has brought to one of the AIKW's events.

Liability under the Product Liability Act shall remain unaffected by these terms and condition.

### **Article 16 Exclusion period**

The attendee shall within one month from the contractually agreed time of the end of the event raise any claims against the AIKW on the grounds of contractually non-conformant furnishing of services. The attendee shall be entitled to raise such claims after expiry of this period only if the attendee is able to demonstrate that the attendee has for reasons for which the attendee was not responsible been prevented from meeting the exclusion period.

### **Article 17 Site rules**

The AIKW's site rules and those applying to third-party premises used for the event venue shall apply. The AIKW shall be entitled to exclude attendees from continued attendance in exceptional cases and, in particular, in case of failure to adhere to the site rules, continuous or repeated disruption of the event and/or destruction or damage to equipment and/or furnishings of the event venue and/or the premises serving as the event venue. Reimbursement of the attendance fee and/or any other monies paid shall be excluded in such cases.

The AIKW reserves the right to claim more extensive damages following the exclusion of one or several attendees. Where the contractual partner and the attendee are not identical, the contractual partner shall be deemed to bear liability for the misconduct of the attendee(s).

### **Article 18 Miscellaneous provisions**

All subsidiary agreements shall require to be expressed in written form in order to attain validity.

The invalidity or the unenforceability of any provision of the Contract or of these General Terms and Conditions of Business shall be deemed not to affect the validity or the enforceability of the remainder of the Contract or of the General Terms and Conditions of Business. In case of dispute, any invalid or unenforceable provision shall be replaced by a provision which, as far as legally possible, most closely approximates to the content of the invalid and/or unenforceable provision and most closely accords with the original economic interests of the Parties when making the invalid or unenforceable provision. The aforementioned provision shall apply analogously should the Contract prove to contain omissions.

The parties hereby agree the application of the Law of the Federal Republic of Germany to all legal relations arising from the contractual relationship.

Where these General Terms and Conditions of Business are translated into any foreign language the German-language version of the General Terms and Conditions of Business shall in all instances remain the authoritative version in case of any and all legal disputes.

#### **Article 19 Performance, place of performance and legal venue**

The Law of the Federal Republic of Germany shall apply to the exclusion of all other law to the contractual relationship between the attendee and the AIKW. The aforementioned provision shall apply to the entirety of the legal relationship.

Where any law other than German Law applies as a consequence of the grounds for claims for liability in the case of legal disputes initiated by the attendee against the AIKW, German law shall nonetheless apply exclusively to the legal consequences and, in particular, to the nature, scope and amount of the client's demands.

The event shall be implemented by the AIKW. The place of performance shall be the venue stated for the event. The legal venue for all matters arising in conjunction with this Contract shall be Kehl, Germany.