

General Terms and Conditions of Business

1. Validity of the general terms and conditions of business

Provision of the goods, services and offers supplied by energie- & umweltzentrum allgäu gGmbH (eza!) is based exclusively on these Terms and Conditions of Business, which thus also apply to all future business relations irrespective of whether they are expressly agreed.

If our contractual partner is a company, these Terms and Conditions of Business shall be deemed accepted upon receipt of the performance at the latest. Acknowledgements by our contractual partners in reference to their terms and conditions are hereby rejected and will not be recognized. In cases of conflict between these General Terms and Conditions and separate conditions of eza! applying to specific goods, services or offers, the separate conditions for specific cases will take precedence over these General Terms and Conditions Business.

2. Offers, quotations and conclusion of the contract

Offers and quotations issued by eza! are subject to confirmation and without obligation. Declarations of acceptance and all orders shall not be legally valid until confirmed by eza! in writing or by telefax.

Registration of participation in or attendance at an event held by eza! will only be recognized upon receipt by eza! of a completed registration application with legally binding signature and addressed to eza!, in which the registering party acknowledges eza! as contractual partner.

Registration applies only after receipt of the registration application by eza! as the promoter and is binding upon the registering party until confirmation of acceptance or to a maximum of one month before the event in question. Written confirmation of the acceptance or non-acceptance of the registration application will be sent to the registering party.

By registering, the registering party accepts the rules of participation of eza! as amended and the regulations governing the venues in question. These documents can be sent to the registering party upon written request.

Registering parties have no legal claim to acceptance of their registration for an event.

Drawings, illustrations, dimensions, weights or other details of performance will only be binding if expressly so confirmed in writing.

Employees of eza! have no authorization to make oral collateral agreements or give verbal promises which extend beyond the scope of the written contract.

eza! will only process written declarations of intent. All legal business with eza! must be conducted in written form to be deemed valid. To comply with this requirement of the written form, documents may also be sent to eza! by telefax or e-mail.

Parties that have undergone a change of name or company must re-register.

There is no claim to performance by eza! or to participation in an event held by eza! or in the eza! partner network.

If invoices are addressed to a third party on request of the contractual partners, the existing contractual relationship shall remain unaffected.

3. Funding body, organization and promoter

Is energie- & umweltzentrum allgäu gGmbH (eza!), Burgstrasse 26, 87435 Kempten

4. Publication of names, data storage

By submitting their offers for the conclusion of a contract/participation in an event, applicants/participants declare their agreement to the publication of their and/or their company's names together with the use of all accompanying details they have supplied to eza! and with the production and use of pictorial material for the event which inter alia portrays the applicant/participant; copyright for said material shall rest exclusively with eza!. Similarly, applicants/participants agree that eza! may store their or their company's name and all accompanying details they have supplied to eza!, including pictorial material portraying the applicant/participant, on magnetic or optical or other electronic media.

5. Terms of payment

Unless otherwise agreed, invoices from eza! are payable in full ten days after the date of invoice. If the subject of the agreement is the acceptance of registration of the contractual partner for an event and if this acceptance is only effected four weeks before the start of the event, the invoiced amount is payable immediately. Only when all fees etc. invoiced to the contractual partner have been credited to eza! shall the acceptance of the contractual partner for an event by eza! be legally effective (=condition precedent).

Payment shall only be deemed made from the date when the payment amount is fully at eza!'s disposal. In the case of cheques, payment shall only be deemed made when the amount of the cheque is paid onto eza!'s account.

Even where notifications of defects or counterclaims are asserted, contractual partners of eza! shall only be entitled to offset, retain or reduce amounts invoiced in cases where counterclaims are uncontested or res judicata.

6. Liability and limitation

Claims for compensation, irrespective of their legal basis and type of infringement of obligation, including unauthorized actions, shall be excluded unless intentional or grossly negligent actions by employees or other agents of eza! are involved.

In cases of infringement of material provisions of the contract, eza! shall be liable for all negligence up to the extent of foreseeable damage. Claims for loss of earnings, saved expenditure, damage suffered by third parties and other indirect and consequential damage may not be asserted unless a material feature guaranteed by eza! has the precise purpose of protecting the contractual partner against such damage.

Insofar as eza!'s liability is excluded or limited, this shall also apply to liability of salaried and other employees, representatives and agents of eza!. Claims by contractual partners against eza!, irrespective of their legal basis, shall lapse after one calendar year after the performance provided by eza! or after the end of the event, unless claims of intentional conduct on the part of eza! or the promoter are involved. The statutory period of limitation shall apply to claims by contractual partners against eza! on the grounds of damages arising from injury to life and limb or to health which are based on negligent dereliction of duty by eza! or its statutory representative or by agents of the promoter.

eza! accepts no liability for the content of energy consultancy services held at eza!'s premises or in one of its consultancy offices at trade shows or other events.

7. Withdrawal/cancellation/amendment

eza! may withdraw unilaterally from the contract if details given by the contractual partner were incorrect, if the preconditions for acceptance of admission do not or no longer exist or if the payment due date set forth in section 5.1 has been exceeded by more than 7 calendar days. In this case consequential costs as set forth in the individual contract concluded will ensue for the contractual partner of eza!.

eza! retains the right to cancel an event, particularly in cases where the minimum number of participants announced by eza! is not reached. Furthermore, eza! retains the right to reschedule and/or relocate or change the event as a whole or parts thereof. In the event of complete cancellation of an event unless caused by force majeure, eza! shall at its own discretion either refund any participation fees already paid or issue a credit note which may be redeemed against participation in another eza! event. Further claims are excluded unless intentional or grossly negligent actions by employees or other agents of eza! are involved.

8. Copyright

Talks and documentations related to the event are protected by copyright and may not be copied, distributed or put to commercial use in any form in whole or in part without written agreement by eza! and the author/speaker in question, unless expressly permitted by copyright law. Permission for all filming and sound recording during the event must be obtained in advance from eza! or the copyright holder in each case. Photography for private purposes is permitted to a reasonable extent, taking the rights of third parties into consideration. eza! accepts no liability or responsibility for any incorrectness in talks or documentation.

9. Written form, place of performance and place of jurisdiction

Collateral agreements, amendments and/or additions to existing contracts are invalid until confirmed in writing. This also applies to waivers of the written form. The requirement of the written form is deemed to be met where such agreements are sent by telefax or e-mail. The place of performance and jurisdiction is Kempten (Allgäu). All legal relations arising from and in connection with these General Terms and Conditions of Business/contract will be governed exclusively by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10. Severance clause

If individual provisions of these General Terms and Conditions of Business are or become invalid or null and void, this will not affect the validity of all other provisions or agreements hereunder. The parties shall agree to replace the invalid provision with a provision that most nearly approaches the desired content of the invalid provision!

Special Terms and Conditions of Business for Internet Use

11. Liability Note

We regularly check and up date the information on our website. Despite of all the care taken the data could have changed in the meantime. We do not assume any liability or guarantee with regard to topicality, correctness or completeness of the information given on these sides. The same applies for web pages which are referred to via a hyperlink. We are not responsible for the content of websites, to which our website is linked or for the content of websites, which are linked to our website. Links are to be understood as sources of information on the internet. The brand names are owned by the trade mark proprietor, their use is subject to copyright and trademark rights. Furthermore we reserve the right to make modifications and additions of the information.

12. Copyright

Contents, structure and designing of our websites are copyrighted. The reproduction of information or data, especially the use of texts, extracts from the text and illustrations is subject to our prior written agreement.