

General Terms & Conditions for HICADEMY Symposia, Seminars, Training Courses, Workshops and Other Events Held by HIGHVOLT Prüftechnik Dresden GmbH (General Terms & Conditions for HICADEMY Events)

## 1. Scope of Application

The General Terms & Conditions for HICADEMY Events set forth below apply to all offers, agreements and activities of HIGHVOLT Prüftechnik Dresden GmbH (hereinafter referred to as "HIGHVOLT") pertaining to registration for and attendance of HICADEMY symposia, seminars, conferences, training courses, workshops and other events (hereinafter referred to as "HICADEMY events").

A contract concerning attendance of or participation in HICADEMY events of HIGHVOLT will come into being upon receipt of confirmation of registration from HIGHVOLT.

In the case of any conflict between the two, an agreement executed by and between the Parties will take precedence over these General Terms & Conditions for HICADEMY Events.

### 2. Price and Payment

The registration fee will be due and payable prior to commencement of the event upon receipt of the corresponding invoice. All prices are specified exclusive of value-added tax. Value-added tax will be added at the currently applicable rate. The registration fee does not include other costs such as travel and lodging expenses.

### 3. Cancellation of Registration

Registration for a HICADEMY event may be cancelled at any time. Cancellation must be made in writing. Notification in text form (e.g., postal mail, e-mail, fax) will suffice.

50% of the registration fee will be due in the case of cancellation more than eight weeks prior to the event and the entire fee thereafter unless a substitute attendee or participant is provided. In such cases, the registrant may provide proof to the effect that HIGHVOLT incurred no loss or a significantly smaller loss.

### 4. Cancellation of Events

HIGHVOLT reserves the right to cancel any HICADEMY event for economic or organizational reasons, for example due to an insufficient number of attendees, unforeseen unavailability of the speaker, laboratory rooms or testing equipment or force majeure.

In the case of cancellation, HIGHVOLT will refund any registration fees already received. Registrants will have no further claims against HIGHVOLT. HIGHVOLT will not reimburse registrants for any cancellation or change fees incurred in connection with transportation or accommodations.

# 5. Changes in Events

HIGHVOLT reserves the right to replace individual presentations or the content of HICADEMY events or modify such content insofar as such replacement or modification has no effect on the overall event. Venues, times and speakers are subject to change. HIGHVOLT will notify registrants of such changes without delay except in the case of insignificant changes.

### 6. Refusal of Registration

HIGHVOLT reserves the right to refuse registration for a HICADEMY event without explanation.

# 7. Use of Event Materials

HICADEMY presentations and materials are protected by copyright and may not be reproduced or distributed without the express written permission of HIGHVOLT.

## 8. Liability

HIGHVOLT's liability will be limited to loss or damage attributable to willful misconduct or gross negligence on the part of HIGHVOLT, its authorized representatives or agents. This will not affect HIGHVOLT's liability for the loss of life, bodily injury or illness or for breach of material contractual obligations or failure to comply with the provisions of the German Product Liability Act (*Produkthaftungsgesetz* – ProdHaftG). Material contractual obligations will be understood to mean obligations that must be fulfilled to achieve the essential purposes of the contract and upon fulfillment of which the parties to an agreement will and may regularly rely. In the case of any breach of material contractual obligations, liability will be limited to typically foreseeable loss or damage not attributable to willful misconduct or gross negligence except in the case of claims for damages due to loss of life, bodily injury or illness.

HIGHVOLT will in particular not be responsible for the accuracy of content or completeness of materials, presentations or other publications. HIGHVOLT will further not be liable for any consequential loss or damage arising from any errors in and/or incompleteness of event content and/or presentations.

### 9. General Provisions

These Terms & Conditions and the relationship between HIGHVOLT and the registrant will by governed by the laws of the Federal Republic of Germany without regard to any conflict of laws principles and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any disputes arising from the business relationship between HIGHVOLT and the registrant will be submitted to the exclusive jurisdiction of the courts of the principal place of business of HIGHVOLT in Dresden.

### **Right to Cancel Registration for HICADEMY Events**

Consumers within the meaning of § 13 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB) have an additional right to cancel their registration. Consumers within the meaning of § 13 are defined as natural persons who register for a HICADEMY event for reasons that are not primarily of a commercial nature or related to independent professional activity.

## **Right of Cancellation**

You may cancel your registration within fourteen days without giving any reason. This fourteen-day period will commence on the day of execution of the Agreement. To exercise your right to cancel, you must notify us accordingly (by postal mail, fax or e-mail). To comply with the cancellation deadline, you need only inform us of your decision to exercise your right to cancel before the cancellation period has expired.

#### **Effects of Cancellation**

If you cancel your registration, we will promptly refund any payments received from you within no more than fourteen days from the date of receipt by us of notification of cancellation. We will make reimbursement in the same currency as that used for the original transaction unless we have expressly agreed otherwise; you will in any event not incur any costs as a result of reimbursement.

If the event should commence during the cancellation period, you must pay an appropriate amount after exercising your right to cancel, An appropriate amount will be deemed to be the amount corresponding to that share of the services called for under the agreement that has already been performed as of the time of cancellation. The time of receipt of notification of cancellation of registration from you will be determinative for the purposes of calculating that amount.