

# General Terms and Conditions for Participation in Events held by Bayerisches Laserzentrum GmbH

## 1. General / scope of validity

The following terms and conditions will govern the contractual relationship between the customer and participant (hereafter referred to as the "Participant") at seminars, workshops, training courses, conferences and other transfer measures (hereafter referred to as "Events") held by Bayerisches Laserzentrum GmbH. Only these general terms and conditions will apply. We do not recognise any Participant's terms and conditions that are contrary to or differ from our terms and conditions, unless we have expressly accepted their validity in writing.

**Consumers** within the meaning of these terms and conditions are natural persons with whom we enter into business relations without it being possible to attribute a commercial or independent professional activity to them.

**Entrepreneurs** within the meaning of these terms and conditions are natural or legal entities or partnerships able to carry out legal transactions with which we enter into business relations and which act in pursuit of a commercial or independent professional activity.

**Participants** within the meaning of these terms and conditions are both Consumers and Entrepreneurs.

## 2. Registration / confirmation of registration

Registration may be made by letter, fax or online (if provided) by the Participant or the department within his company handling the registration. The registration will become legally binding when confirmed by us by e-mail. Since the number of Participants at our Events is limited, registrations will be dealt with in the order in which they are received.

## 3. Bank details

Payment has to be made in the form of a bank transfer to the bank account of Bayerisches Laserzentrum GmbH; bank details:

Sparkasse Erlangen

IBAN: DE54 7635 0000 0000 0985 48

BIC-Code: BYLADEM1ERH

## 4. Due date and payment, delayed payment, netting of claims

The amount of the participation fee may be found in the announcement of the relevant Event. The fee covers one person and one event.

The participation fee is payable 14 days after the invoice date and must be made without any deductions; no cash discount is given. Upon expiry of the payment deadline, the Participant is in default without warning. Payment by sending cash or a cheque is not possible; Bayerisches Laserzentrum GmbH will not be liable in the event of loss.

Entrepreneurs may be charged interest on delayed payments at the rate of 9 percentage points and Consumers 5 percentage points above base rate. This will not exclude the pursuit of additional damages arising from delayed payments.

Bayerisches Laserzentrum GmbH reserves the right to prove and to claim higher compensation for late payments from Entrepreneurs.

The Participant may only net counter-claims that have either been established in law, are ready for decision or acknowledged in writing by Bayerisches Laserzentrum GmbH. The Participant is only entitled to withhold what is due when his counter-claim is based on the same contractual relationship.

## 5. Cancellation of Events

Should it not be possible to hold the Event on account of force majeure or for another important reason (e.g. due to the illness of the speaker or a low number of Participants), the Participants will be informed as soon as possible and the fee for the Event will in this case be refunded. Additional claims will only be admitted should the Bayerisches Laserzentrum GmbH be at fault.

The Regular Participant (Non-author) may cancel the Event up to 14 days prior to its commencement in return for 50 % of the participation fee. Thereafter, or should the Participant fail to appear, we will charge the full participation fee. Cancellation must be in writing. Bayerisches Laserzentrum GmbH will accept a replacement Participant without any additional charges.

Cancellations, revocations or changes in bookings must be in writing.

## 6. Service provided

The participation fee covers participation in the Event. Should conference documentation and refreshments be planned, these are also included in the price. Bayerisches Laserzentrum GmbH reserves the right to replace announced speakers by other speakers and to make necessary changes to the Event programme whilst maintaining the overall character of the Event.

## 7. Copyrights

The Event documentation is protected by copyright. Duplication, distribution or any other use of the conference documentation is only permitted with the express written consent of Bayerisches Laserzentrum GmbH.

## 8. Liability

Each Event is carefully prepared and carried out on the basis of the current level of knowledge. No liability is assumed for advice given, the use made of knowledge acquired during the Event or the up-to-dateness, correctness and completeness of the Event documentation. Nor is any responsibility assumed for any disadvantages the Participants may suffer through not having sufficient qualifications for the Event. Liability will not be excluded in the following cases:

- Damage caused deliberately or through gross negligence
- The infringement of essential contractual obligations, also by Bayerisches Laserzentrum GmbH's legal representatives or agents; depending on the nature of the Event, liability will, however, be limited to the extent of foreseeable, immediate and average damages typical for this type of contract
- Culpable injury to life, body or health of the Participant
- The malicious concealment of defects and guarantees assumed for the contents of the Event and its documentation

## 9. Applicable law, jurisdiction and place of fulfilment

German law will apply. The sole jurisdiction for all disputes arising from this contract is Erlangen should the Participant be an Entrepreneur, a public-law legal entity or public-law special assets. The same will apply should the Participant have no general jurisdiction in Germany or should his domicile or normal place of residence not be known at the time litigation is initiated.

## 10. Concluding provisions

Should individual provisions of the terms and conditions be legally invalid, the remaining provisions will be binding. Agreements differing from this contract will only be valid when agreed to in writing.

Last revised August 2016

Bayerisches Laserzentrum GmbH

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