

General Terms and Conditions for the Online Ticket Shop of VDMA Services GmbH

1. Scope of application

The General Terms and Conditions for the online ticket store of VDMA Services GmbH (hereinafter referred to as "GTC") are an integral part of the contracts concluded between VDMA Services GmbH (hereinafter referred to as "**VDMA Services**") and the user (hereinafter referred to as "**Customer**") for the sale of tickets for the respective "**Event**"). They shall apply exclusively unless otherwise agreed in writing. Any deviating terms and conditions of the Customer shall not apply.

2. Orders / Conclusion of contract

2.1 The tickets offered by VDMA Services in the Online Ticket Shop constitute a non-binding invitation to the Customer to order such tickets from VDMA Services. By placing an order, the Customer submits a binding offer to enter into a contract. VDMA Services accepts the Customer's offer to enter into a contract, subject to the availability of the Tickets, by sending the Customer an order confirmation by e-mail.

2.2 Tickets may not be resold or otherwise transferred to third parties unless VDMA Services gives its prior written consent.

2.3 Tickets may also be ordered for a named third party at the respective event. In this case, apart from telephone number, fax number and e-mail address, all personal data of this third party shall be recorded. Structural data of this third party will also be queried and recorded. With the order the Customer assures to be sufficiently authorized for the passing on of these data of the third party.

3. Terms of payment

3.1 Payment for tickets can be made by credit card (VISA-Card, Master Card). An external service provider is used to process the payment. There is also the option to pay the ticket fees by invoice. The tickets purchased by invoice are only valid for participation in the event as soon as the money has been credited to the account indicated, stating the invoice number.

3.2 The ticket price is in euros plus the statutory value-added tax, unless otherwise agreed.

3.3 Tickets shall remain the property of VDMA Services until payment has been made in full. Should a payment be charged back, the tickets shall automatically be declared invalid.

3.4 By ordering the tickets, the Customer agrees to invoicing and dispatch by electronic means.

4. Delivery

4.1 Together with the order confirmation according to clause 2.1, the Customer (also when ordering for a third party) receives the ticket and the invoice by e-mail, each in PDF file format. The tickets must be printed out (print@home). The printout shall be on A4/letter format in original size. The barcode on the ticket must not be blurred or damaged.

4.2 If a wallet ticket is provided to the Customer, the Customer may save it on a mobile device. The wallet ticket can thus be used as an access medium.

4.3 An unauthorized duplicated or unauthorized resold ticket does not entitle the Customer to attend the event. The one-time usable barcode on the ticket will be cancelled electronically by barcode scanner at the venue.

4.4 The tickets should be kept in a safe place like cash or conventional tickets to prevent misuse. VDMA Services shall not be held responsible in the event of loss and/or misuse of the ticket.

5. Return of tickets at trade fairs / exhibitions

5.1 In principle, there is no right to return ordered tickets. The Customer shall not be entitled to a refund of the ticket price even if the ticket is not used.

5.2 In the case of cancellation or postponement of the event, clause 7 shall apply.

6. Return of tickets for conferences / congresses

6.1 Tickets may only be returned up to 40 days before the start of the respective event. Tickets do not have to be returned, but are automatically declared invalid. When tickets are returned, the ticket price is refunded minus a processing fee of 15%. The Customer reserves the right to prove a lesser damage. After this date, a return is no longer possible.

6.2 Notification of the return of the tickets must be made in text form.

6.3 In the event of non-participation without timely return of the tickets, no refund of the ticket price will be made. If the registered Customer cannot participate in the event, he can name a substitute participant in writing. These GTC shall apply to the substitute participant without any restrictions or exceptions.

6.4 VDMA Services assumes no liability for program changes and postponements of individual program clauses. In addition, VDMA Services reserves the right to postpone program clauses or parts thereof in terms of time or location. This shall not entitle the Customer to return the tickets.

6.5 VDMA Services shall not be liable for the absence of announced speakers. Should speakers be absent, there shall be no claim for compensation. VDMA Services shall endeavour to remedy the situation accordingly.

6.6 Furthermore, the registered Customer shall have no claim for damages against VDMA Services in the event of incorrect or incomplete publications in the event media (program/website).

6.7 An exception shall only apply to tickets in the event of cancellation of the relevant event in accordance with clause 7.

7. Cancellation/Postponement of the event

7.1 If the event has to be cancelled, shortened, rescheduled to a new date or the maximum number of participants reduced due to events such as force majeure, in particular - but not limited to - natural disasters, war, civil unrest, strikes, epidemics, official measures or other unforeseeable events for which VDMA Services is not responsible or for good cause, VDMA Services shall notify the Customer thereof without undue delay.

Pandemic events shall also include ongoing effects of the Corona pandemic at the time of the respective event that are currently unforeseeable for the parties involved.

7.2 In the event of cancellation for the reasons set forth in clause 7.1, the ticket price shall be refunded to the Customer by VDMA Services less a processing fee of 15% of the ticket price. The Customer reserves the right to prove that no damage or a lesser damage has occurred.

7.3 The ticket shall, however, remain valid if the event is shortened or rescheduled to a new date.

7.3 There shall be no liability for the reimbursement of hotel and/or travel expenses, loss of work or other damages incurred by the Customer.

8. Warranty and liability

8.1 The Customer shall be obliged to check the tickets for correctness and completeness immediately after delivery and to notify VDMA Services of any complaints in writing or by e-mail without delay. Otherwise, the statutory warranty for defects shall apply.

8.2 VDMA Services shall be liable without limitation for any damage suffered by the Customer only if such damage is attributable to its intentional or grossly negligent conduct.

8.3 In case of slightly negligent breaches of duty VDMA Services shall only be liable in case of a breach of one of its essential contractual obligations (cardinal obligation). In this case, the liability of VDMA Services shall be limited to the direct damage typical for the contract and foreseeable at the time of conclusion of the contract. This shall also apply to breaches of duty by legal representatives and/or vicarious agents of VDMA Services.

8.4 Liability for culpable injury to life, health or body shall remain unaffected by this limitation of liability.

8.5 VDMA Services does not warrant that the operation of the respective website will be uninterrupted or error-free. VDMA Services shall endeavor, to the extent technically possible, to keep the operation of the website free from errors and interruptions. Furthermore, VDMA Services makes no representation that the Website is free from viruses or other harmful components. Any liability is therefore also excluded.

9. Applicable Law / Arbitration

This Agreement shall be governed by and construed in accordance with German law. All disputes arising in connection with the contract or concerning its validity shall be settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS). (DIS) to the exclusion of the ordinary courts of law. In this context, the arbitration court may also make a binding decision on the validity of the arbitration agreement. The place of arbitration shall be Frankfurt am Main.

10. Changes to the Terms and Conditions for the Online Ticketshop

VDMA Services reserves the right to make changes to the website, regulations, terms and conditions, including these General Terms and Conditions at any time. The General Terms and Conditions in force at the time of the order shall apply to the order.

11. Final provisions

Should one or more provisions of this contract be invalid, void or incomplete, the validity of the remaining contract shall not be affected. In this case, the parties undertake to replace the invalid or void provision with such a provision or to fill the gap in the contract with such a provision with which the economic purpose pursued by the parties can be achieved as closely as possible.

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