

General Terms and Conditions for events organised by MSI GmbH

These General Terms and Conditions (“GT&C”) of Materials Science International Services GmbH, company registered in Germany, Stuttgart Amtsgericht HRB 14 288, whose registered address is Am Wallgraben 100, 70565 Stuttgart, Germany (hereinafter referred to as “MSI”) apply to all events offered by MSI (conferences, seminars, courses, trainings, etc.).

These General Terms and Conditions are an integral part of all contracts that MSI GmbH concludes with contractual partner (hereinafter referred to as “customer” or “participant”).

The terms and conditions apply to consumers and entrepreneurs to the same extent, insofar as individual provisions of these terms and conditions do not contain any differentiation.

Deviating, conflicting or supplementary general terms and conditions of the customer, even if they are known, are not part of the contract unless their validity is expressly agreed in writing, for example during registration.

1. Contract

1.1. Conclusion of the contract

The contract is concluded through your registration and our confirmation of registration. All representations and content on our website (www.msiport.com) or in paper form do not represent a binding contract offer by MSI, but merely an invitation to you to submit an offer to conclude a contract in the form of registration.

You can register by sending the registration form by email (MSIT-events@msiport.com), fax (0049 (0)711 677-1248) or by post. Furthermore, on the webpage of each event on our website you will find a registration form which you can use to register online. By clicking on the buttons “Book” or “Book with obligation to pay”, you register with binding effect.

Once your electronic registration has been received, you will receive confirmation of receipt. This does not yet represent the acceptance of your contract offer, but only informs you that your booking has been received. Registrations will be considered in the order they are received, as places are limited depending on the event.

After the offer has been reviewed, MSI will confirm the registration in writing or text form via e-mail. With this confirmation your registration is legally binding. The confirmation contains an Internet reference to MSI GmbH's Terms and Conditions for events and supplementary registration and cancellation conditions of the respective event, if applicable. A claim to participation only arises through this confirmation. The sending of an invoice also counts as confirmation of acceptance.

1.2. Scope of the contract

Further details of the contract, in particular the content and the course of the event, as well as additional admission conditions, are determined exclusively according to the descriptions on the webpage of the respective event at <https://www.msiport.com/>.

Insofar as additional third-party services are offered, such as transport or accommodation services, these are not part of the contract. The contractual partner for such additional services is exclusively the respective service provider. MSI only acts as an intermediary.

2. Participation Fees

The participation fee applies per person and event dates. Unless expressly stated otherwise in the offer, the service offer includes participation in the respective event date and, if applicable, event documents. The service description at <https://www.msiport.com/> primarily determines the scope of the service.

Hotel accommodation, travel, and other costs are not included in the participation price unless explicitly stated in the service description.

MSI reserves the right to replace announced speakers with others and make necessary changes to the event programme while maintaining the overall character of the event and postpone event dates and/or change the venue and/or offer it as an online event.

3. Holding an Event

MSI reserves the right to cancel events up to seven days before the start of the event if not enough participants register to hold the event. Already paid fees will then be refunded, further claims of the contracting parties do not exist.

Events can also be canceled for reasons for which MSI is not responsible (e.g. illness of the speaker or technical reasons).

A lecturer- or venue-change does not entitle the participant to withdraw from the contract or terminate the contract. Cancellation costs in connection with the journey and accommodation will not be covered by MSI.

In the case of force majeure or other unforeseeable events¹, MSI may postpone the event once to a reasonable new date or hold the event as an online event. If the event is held purely online, the participation fee for the on-site tickets will automatically be adjusted to the participation fee for online participation. If an event cannot be held within a reasonable period of time or if the "force majeure" lasts longer than one month, MSI will cancel the event, and you will receive a refund of the event fee if paid. Refund claims by a participant due to merely temporary disruptions of an event (especially in the case of digital events) are excluded. In the case of an event failure owing to force majeure or other unforeseeable events¹, the organisers accept no liability for travel or accommodation costs incurred, nor for any expenses due to loss of work, loss of profit or claims by third parties. We recommend that delegates have adequate insurance cover to claims for any travel or personal expenses.

¹ *Force majeure or unforeseeable events*: events beyond the reasonable control of the organisers, including but not limited to acts of God, war, strikes, disease at the venue (e.g. SARS, Legionnaires, COVID-19), governmental regulations or advisory notices, terrorism, disaster, fire, earthquake, or any other cause reasonably beyond the control of organisers and participants.).

4. Right of withdrawal for consumers

4.1. Right of withdrawal

If you are a consumer, as defined by § 13 BGB (German Civil Code) (private individuals), you have the right to revoke the registration in writing without giving reasons. The cancellation period is 14 days from the date of confirmation of registration by MSI (conclusion of a contract). This right of withdrawal expires prematurely when the booked event has taken place, or when the customer has already used the booked service, i.e., with use/login of the online access data sent. To exercise the right of withdrawal, you must inform MSI of your decision to withdraw from this contract using a clear declaration (e.g., a letter sent by post, fax, e-mail). To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

4.2. Consequences of the withdrawal

If you revoke the contract, MSI must reimburse you for all payments received from you without delay and at the latest within 14 days of the day on which we received notification of the revocation of the contract. For the repayment, we will use the same payment method that you used for the original

transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

5. Cancellation policy

The conditions for cancellation of participation by the customer depend on the event and are displayed in the registration form of the respective event at www.msiport.com.

Cancellations must be received at the MSI, in writing, by email or fax. Cancellations received later than the cancellation deadline specified in the online registration form of the respective event will be charged the full fee. No refunds will be given for no-shows.

The customer can name in writing a substitute participant for the event at any time free of charge. It is not possible to split an event between several participants. Participation fees may be transferred to another individual; the invoice for the new registration will be revised to reflect the new registrant's data.

6. Terms of payment for participants

MSI reserves the right to invoice the agreed service electronically by e-mail. After receipt of the invoice, the participation fee is to be paid within the time stated on the invoice, usually 14 days, without deductions, stating the invoice number and customer number. Payment methods are specified on the invoice. Any bank transfer fee must be paid by the customer. Payment by sending cash or checks is not possible. In case of payment delay, MSI is entitled to demand interest on arrears from consumers within the meaning of § 13 BGB (German Civil Code) in the amount of 5.0 percentage points, and from other contractual partners in the amount of 9.0 percentage points above the applicable base interest rate within the meaning of (§ 247 Para. 1, § 288 Para. 1 BGB) per annum.

MSI reserves the right to adjust prices, even at short notice.

7. Rights of use and copyrights

All contents and materials of the events are protected by copyright. The copyright to the respective content is held solely by MSI or if indicated, by the respective author or publisher.

Participants are exclusively granted a simple, non-transferable right of use for personal use. In particular, participants and third parties are not permitted to change the content or editorial content of the content - including excerpts - or to use modified versions, to copy it for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to imitate it, to resell it or to use it for commercial purposes. Any copyright notices, marks, or trademarks may not be removed.

By registering, the participants allow the organisers to publish photos or screenshots taken during the events on the websites of the organisers and sponsors, on social media and in newsletters. Photos and videos, which are taken on behalf of the organisers during events organised by MSI, are used by the organisers and co-organisers exclusively for documentation, reporting and promotion purposes. The organisers are committed to processing information in accordance with the General Data Protection Regulation (GDPR). All photographs will be used without personal identifying information. The participants can withdraw consent for this at any time by sending an email to MSIT-events@msiport.com. Note: this will not apply to material already published. Image and sound recordings by participants during the event are prohibited.

8. Liability

MSI is not liable for any claims for damages and reimbursement of expenses by the customer, regardless of the legal basis.

MSI or its legal representatives, employees and vicarious agents are only liable for accidents to persons or losses or damage suffered by the service recipient (participant) in the event rooms in case of intent or gross negligence.

MSI assumes no liability for the timeliness, accuracy, and completeness about event content and materials and the implementation of the events.

In all other respects, the legal provisions apply.

9. Privacy

MSI takes the protection of your data very seriously. We treat your data confidentially and by the legal data protection regulations. You can find our data protection declaration at <https://www.msiport.com/about/imprint-privacy-policy>.

10. Applicable law, place of jurisdiction, place of performance.

German law shall apply to the UN Convention on Contracts' exclusion for the International Sale of Goods. To the extent permitted by law, the place of performance and jurisdiction shall be Germany. Should any provision of the contract be or become invalid or unenforceable in whole or in part, the remainder of the contract shall remain unaffected thereby. The invalid or unenforceable provision should be replaced with a retroactive effect by the valid provision, which the parties would have agreed upon from an economic point of view if they had been aware of the invalidity or unenforceability of the provision when concluding the contract. The same shall apply to any gaps in the contract.

If you have any questions, please contact us directly at MSIT-events@msiport.com