

**General terms and conditions for contracts and agreements (GT&C) relating to
the organisation of events by third-party providers (host partners)
and additional deliveries and services with the
Europäische Akademie Otzenhausen gGmbH
(valid 03/2019)**

1. Scope/General

- 1.1 These general terms and conditions shall apply to all contracts and agreements relating to the organization of events and seminars as well as all associated deliveries and services rendered by the **Europäische Akademie Otzenhausen gGmbH, Pestelstraße 2, 66119 Saarbrücken** (hereinafter referred to as: "EAO") with the CONTRACTING PARTY (hereinafter referred to as: CONTRACTING PARTY) as so-called host partners.
- 1.2 These GT&C contain special provisions for CONTRACTUAL PARTNRS that constitute entrepreneurs within the meaning of Section 14 BGB (German Civil Code) (hereinafter referred to as: ENTREPRENEURS). Such special provisions for legal transactions are indicated by specific reference to ENTREPRENEURS and do not apply to transactions with consumers within the meaning of Section 13.
- 1.3 General terms and conditions of business of the CONTRACTING PARTY which conflict with or deviate from these terms and conditions shall not be recognized by the EAO unless the EAO has expressly agreed to their validity in writing.

2. Conclusion of the contract, contracting parties, contract text storage

- 2.1 All contracts are concluded with the Europäische Akademie Otzenhausen gGmbH, Pestelstraße 2, 66119 Saarbrücken.
- 2.2 The contract becomes effective when the CONTRACTUAL PARTNR's request is accepted by the EAO in the form of a written booking or reservation confirmation by letter or email or through execution of contract by the EAO. If the party making the reservation is not itself the CONTRACTING PARTY, or if the CONTRACTING PARTY for example uses the services of a commercial agent or organizer, the CONTRACTING PARTY shall be jointly and severally liable together with the party making the reservation/booking for all obligations arising out of the present contract. In all other respects the statutory provisions shall apply.
- 2.3 To comply with the written form requirement, transmission by telefax or email is sufficient.
- 2.4 The contract underlying these GT&C shall be made available in the contractual languages German, English and French. The EAO shall be responsible for making the contract available in the respective language.

3. Right of withdrawal

- 3.1 Pursuant to Section 312 g (2) Sentence 1 No. 9 BGB, the right of withdrawal does not exist for contracts for the provision of services in the fields of accommodation other than for residential purposes, deliveries of food and beverages and contracts for provision of other services related to leisure activities, if the contract provides for a specific date or period of performance.
- 3.2 Pursuant to Section 356 (4) BGB, in the case of a contract for the provision of services the statutory right of withdrawal expires in those cases in which the ENTREPRENEUR has completely provided the service and began with the performance of the service only after the consumer had given his/her express consent thereto and concurrently acknowledged that he/she would lose the right of withdrawal from the contract once the ENTREPRENEUR has fully performed the contract.

4. Services, fees, payment, set-off

- 4.1 The EAO is obliged to render the services and deliveries ordered by and agreed upon with the CONTRACTING PARTY, such as provision of premises for organizing an event or seminar as well as provision of, for example, decoration, sound and lighting technology, a piano, interpreters, photographers, a social programme and buses and taxis. The contractual services shall be provided at the date, place and terms stipulated.
- 4.2 The EAO as a matter of principle makes its premises in Europahausstrasse 35 in 66620 Nonnweiler available. The EAO reserves the right after previously informing the CONTRACTING PARTY to partially

outsource seminars to other event venues of equivalent standard or category for reasons relating to occupancy and/or capacity. Travel expenses there and back are payable by the CONTRACTING PARTY, unless other provisions apply.

- 4.3 The CONTRACTING PARTY is obliged to pay the EAO the separately agreed or valid fees for these and any other services and deliveries rendered. This shall also apply to services initiated by the CONTRACTING PARTNER and to expenses paid to third parties by the EAO.
- 4.4 The CONTRACTING PARTY shall be responsible for ensuring that in the case of group bookings the respective participants and/or accompanying persons are informed prior to commencing the journey of the content of these general terms and conditions and their obligations hereunder.
- 4.5 The prices quoted in the EAO's offer shall apply or, where no separate quotation from the EAO has been submitted, the prices valid on the day of booking or making the reservation, as stated on the EAO website or in the EAO's schedule of charges. The agreed amounts to be invoiced to the CONTRACTING PARTY are inclusive of statutory VAT.
- 4.6 All payments shall be made in EUROS. The relevant official exchange rate against the currency used by the CONTRACTING PARTY valid on the date of concluding the contract shall apply. The EAO shall not bear any charges and expenses levied on the exchange of currencies.
- 4.7 The EAO accepts the following methods of payment: invoice, cash, EC card (e-cash) and credit card.
 - In the event of payment by invoice, the agreed amount is payable (without any deductions) immediately, however no later than 10 days after the invoice date.
 - Cash payments must be made in the full agreed amount directly at the Academy before the end of the event.
 - For payments by EC card (e-cash, Maestro), the CONTRACTING PARTY's electronic chip and PIN-based bank card is read with the aid of a card reader (chip reader). The CONTRACTING PARTY then has to enter his/her PIN number and by so doing confirm payment to the EAO. In some cases, via electronic data interchange a plausibility check is carried out through a communication link with the CONTRACTING PARTY's bank to ensure that the payment card has not been blacklisted and that the CONTRACTING PARTY is solvent. This is then confirmed on the card reader by notification that the payment was successful. The payment amount is debited to the corresponding bank account of the CONTRACTING PARTY.
 - Where payment is effected by credit card, by disclosing his/her credit card details, the CONTRACTING PARTY grants authorization to debit the full invoice amount, including all shipping and handling costs, when it falls due via the respective credit card company. In such cases, the debit is initiated with the reservation confirmation. The EAO accepts the following credit cards: American Express, Visa, Mastercard.
- 4.8 The EAO reserves the right to also accept other methods of payment.
- 4.9 Upon conclusion of the contract or thereafter, the EAO is entitled to request that the CONTRACTING PARTY make an appropriate advance payment or security deposit. The respective amount of the advance payment and dates of payment are set out in writing in the contract underlying these GT&Cs.
- 4.10 CONTRACTING PARTIES that are ENTREPRENEURS within the meaning of Section 14 BGB shall only be entitled to assert set-off rights against any claims if their counterclaims are legally enforceable, undisputed or recognized by the EAO, or if the outstanding amounts due are based on the same legal relationship. The exclusion of the right to set-off does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.

5. Cancellation by the CONTRACTING PARTY, non-use of the EAO's services

- 5.1 The EAO in principle grants the CONTRACTING PARTY a voluntary right to withdraw (cancellation right) in respect of contracts concerning the participation in events and seminars offered by the Europäische Akademie Otzenhausen gGmbH, Europahausstraße 35, 66620 Nonnweiler. The modalities for exercising the right of withdrawal and the total agreed amount for the event or the seminar due from the CONTRACTING PARTY in the event of withdrawal are based on the following provisions:

Withdrawal periods prior to the beginning of the event	-> Amount due in % of total agreed price
up to 91 days prior to the start of the event	No costs are incurred
up to 46 - 90 days prior to the start of the event	20 % of the accommodation fee (Overnight stay and use of the conference/seminar rooms)
up to 31 – 45 days prior to the start of the event	40 % of the accommodation fee
up to 15 - 30 days prior to the start of the event	60 % of the accommodation fee and 20 % of the booked catering services
up to 1 - 14 days prior to the start of the event	80 % of the accommodation fee and 60 % of the booked catering services
From the date of the start of the event (No show)	100 % for the first accommodation/catering, thereafter 80% of the accommodation fee and 80% of the booked catering services

- 5.2 Any cancellation by the CONTRACTING PARTY of the contract concluded with the EAO must be made in writing.
- 5.3 If a date has been set individually and in writing between the EAO and the CONTRACTING PARTY for withdrawal from the contract, the CONTRACTING PARTY may withdraw from the contract up to that date without incurring payment or loss compensation claims from the EAO. The CONTRACTING PARTY's right of withdrawal expires if the CONTRACTING PARTY does not exercise the right of withdrawal in writing vis-à-vis the EAO by the agreed date. This does not apply if the withdrawal is subject to general statutory regulations.
- 5.4 When calculating the withdrawal periods, the day of arrival is not included.
- 5.5 The EAO must credit any income from renting the room units not used by the CONTRACTING PARTY to other parties as well as from saved expenses. The deduction of expenses saved is taken into account in the provisions set out in the above table. The CONTRACTING PARTY is at liberty to prove that no or considerably smaller losses or expenses have been incurred.
- 5.6 The aforementioned provisions do not apply in cases where the EAO breaches its obligation to consider the rights and legally protected interests of the CONTRACTING PARTY, where, as a consequence thereof, the latter can no longer be reasonably expected to abide by the contract, or where the CONTRACTING PARTY has any other legal or contractual right of withdrawal.

6. Changes to the number of participants and the timing of the event

- 6.1 The CONTRACTING PARTY shall notify the EAO no later than 10 calendar days prior to the start of the event of any change to the number of participants exceeding 10%. Any such change requires the written agreement of the EAO. In the absence of any notification on the part of the CONTRACTING PARTY or in the event that the EAO does not agree to the change, the EAO shall have an extraordinary right to withdraw from the contract.
- 6.2 A reduction in the number of participants of max. 10% by the CONTRACTING PARTY will be reflected in the EAO's invoice.
- 6.3 In the event of an increase in the number of participants, invoicing shall be based on the actual number of participants.
- 6.4 Where the number of participants deviates by more than 15%, the EAO shall be entitled to adapt its prices accordingly and to change the confirmed rooms, unless this is deemed unacceptable for the CONTRACTING PARTY.

If the agreed start and end times of the event are changed and the EAO agrees to the said changes, the EAO shall be entitled to charge adequate fees for any additional availability of services, unless the EAO, or an employee, legal representative or vicarious agent of the EAO is at fault. Vis-à-vis ENTREPRENEURS, this fault shall be limited to wilful intent and gross negligence.

7. Withdrawal of the EAO

- 7.1 Where an individual right of withdrawal of the CONTRACTING PARTY has been agreed in writing pursuant to Subsection 5.3, in this period the EAO is equally within its rights to withdraw from the contract within the specified period. This shall only apply if other CONTRACTING PARTIES wish to use the contractually reserved guest rooms and upon enquiry by the EAO the CONTRACTING PARTY is not willing to relinquish its right of withdrawal from the contract.
- 7.2 Failure on the part of the CONTRACTING PARTY to make an advance payment or security deposit individually agreed upon or demanded pursuant to Subsection 4.10 and/or 4.11 and/or 4.12 shall also entitle the EAO to withdraw from the contract.
- 7.3 The EAO shall also be entitled to withdraw from the contract for an objectively justifiable reason, for example if:
 - force majeure or other circumstances beyond the control of the EAO render fulfilment of the contract impossible;
 - events are booked on the basis of misleading or incorrect statements regarding material facts, for example regarding the CONTRACTING PARTY's person or the purpose of the stay or of the event;
 - the EAO has reasonable grounds to assume that the event may jeopardize the smooth operation, safety or public reputation of the EAO, without being attributable to the EAO's sphere of control or organization.
- 7.4 In the event of justified withdrawal from the contract by the EAO, the CONTRACTING PARTY shall have no right to compensation for damages.

8. Room provision, check-in, check-out; performance of services

- 8.1 Performance of the contractual service takes place on the agreed date.
- 8.2 The CONTRACTING PARTY does not acquire any entitlement vis-à-vis the EAO to the provision of specific rooms.
- 8.3 Reserved rooms are available for occupation by the CONTRACTING PARTY from 2 pm on the agreed date of arrival. The CONTRACTING PARTY shall not be entitled to an earlier provision.
- 8.4 On the EAO's premises, wireless Internet access (WLAN b/g standard; WPA encryption) is available to CONTRACTING PARTIES free of charge. The CONTRACTING PARTY also has access free of charge to an Internet point. The guidelines and operating instructions for using the Internet point are available there. CONTRACTING PARTIES are forbidden from downloading copyrighted or unlawful files from the Internet.
- 8.5 On the agreed day of departure CONTRACTING PARTIES must vacate their rooms by 9 am.
- 8.6 After vacation of the rooms a final check is performed by the EAO. Damage or dirt not resulting from normal usage appropriate to the circumstances is recorded in writing and documented with photos and charged to the CONTRACTING PARTY.

9. Warranty / liability for defects / notice of defects

- 9.1 The rights of the CONTRACTING PARTY in the event of defects are governed by the statutory provisions.
- 9.2 Warranty claims by ENTREPRENEURS who are merchants within the meaning of the HGB (German Commercial Code) assume that they have duly met their obligation pursuant to Section 377 HGB to examine goods received and give notice in writing of any defects discovered within 14 calendar days of receipt of the goods. This obligation to give notice does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.
- 9.3 The limitation period for claims for defects for ENTREPRENEURS is 12 months, calculated from the time of transfer of risk to the ENTREPRENEUR. This reduction of the warranty obligation does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.

10. Liability of the EAO

- 10.1 Outside the scope of warranty law, the rights of the CONTRACTING PARTY to claim compensation for losses or reimbursement of unnecessary expenses against the EAO are based on these provisions without having regard to the legal nature of the asserted claim.
- 10.2 Liability of the CONTRACTING PARTY – regardless of the legal grounds – is excluded, unless the damage was caused by wilful intent and/or gross negligence on the part of the CONTRACTING PARTY, its employees, its legal representatives or its vicarious agents. To the extent that the liability of the CONTRACTING PARTY is excluded or limited, this shall also apply to the personal liability of employees, representatives or vicarious agents of the CONTRACTING PARTY. The liability of the

CONTRACTING PARTY under the German Product Liability Act shall remain unaffected. (Section 14 ProdHG)

10.3 For losses relating to injury to life, limb or health due to intentional, grossly negligent or negligent breach of duty by the CONTRACTING PARTY or a legal representative or vicarious agent of the CONTRACTING PARTY, the CONTRACTING PARTY shall be liable under statutory provisions.

10.4 In the event that the CONTRACTING PARTY has violated a fundamental contractual obligation through simple negligence, i.e. an obligation which is material for the fulfilment of the purpose of the contract (material obligation or cardinal obligation), liability is limited to the typically foreseeable loss, i.e. damage which might typically be expected to occur in contracts of this type. A material contractual or cardinal obligation in the aforementioned sense is an obligation whose fulfilment is essential for the proper execution of the contract and on the fulfilment of which the CONTRACTING PARTY regularly relies and may be expected to rely.

11. Bringing along food and beverages

The CONTRACTING PARTY, i.e. the participants in the event and/or the seminar, is as a matter of principle not permitted to bring its own food or beverages to events. Any exceptions to this provision are subject to a separate written agreement of the EAO.

12. Technical equipment and connections

12.1 To the extent that the EAO at the request of the CONTRACTING PARTY provides technical and other equipment from third parties, it shall act on behalf, on the authority and on the account of the CONTRACTING PARTY. The CONTRACTING PARTY shall be liable for the careful handling and due and proper return of such technical and other third-party equipment and shall indemnify the EAO against liability towards third parties arising from the provision of such equipment.

12.2 Use by the CONTRACTING PARTY of its own electrical equipment and appliances using the EAO's power supply is subject to the latter's consent. The CONTRACTING PARTY shall be liable for any malfunction or damage to the EAO's technical systems through the use of this equipment, unless the damage is within the EAO's responsibility. The EAO may calculate and charge a fixed sum for electricity costs incurred through the use of such equipment.

12.3 Subject to the consent of the EAO, the CONTRACTING PARTY is entitled to use its own telephone, fax and data transmission equipment. The EAO may make an appropriate charge for this to cover its costs.

12.4 Any disruption or damage to the technical or other facilities provided by the EAO shall, wherever possible, be rectified by the EAO immediately. Unless the EAO is responsible for such malfunctions, the CONTRACTING PARTY shall not be entitled to retain or reduce contractually agreed payments. Vis-à-vis ENTREPRENEURS, this fault shall be limited to wilful intent and gross negligence.

13. Loss or damage to items brought onto the premises

13.1 Exhibition equipment and other items, including personal belongings, are brought into the event rooms or the EAO's premises at the CONTRACTING PARTY's own risk. The EAO shall not accept any liability for loss, destruction or damage. This shall also apply to financial loss, except in cases of gross negligence or intent on the part of the EAO. Excluded from this provision are losses relating to injury to life, limb or health where the EAO can be held responsible for the breach of duty. Also excluded from this liability disclaimer are all individual cases in which safe custody represents a contractually typical obligation.

13.2 Any decorative materials brought onto the premises must comply with the relevant fire safety regulations. The EAO shall be entitled to request corresponding official evidence of such compliance. Where such evidence cannot be presented, the EAO shall be entitled to remove at the CONTRACTING PARTY's expense all items brought onto its premises by the CONTRACTING PARTY. Due to the risk of damage, the erection and affixing of such materials must be coordinated in advance with the EAO.

13.3 Any exhibits or other items brought onto the premises must be immediately removed after the end of the event. Should the CONTRACTING PARTY fail to do this, the EAO shall be entitled to remove and store the items at the CONTRACTING PARTY's expense.

14. Liability of the CONTRACTING PARTY for damage

The CONTRACTING PARTY as contracting party shall be liable for any damage to buildings, fixtures and fittings caused by participants or visitors to the event, employees, other associated third parties or the CONTRACTING PARTY itself.

15. Data storage and data protection

The data protection provisions of the privacy statement valid at the time of conclusion of the contract underlying these GT&C, which can be viewed on the EAO website via the hyperlink <http://www.eao-otzenhausen.de>, shall apply.

16. Academy rules

Supplementary to these general terms and conditions, the Academy rules of the Europäische Akademie Otzenhausen gGmbH shall apply. These are attached to the written booking or reservation confirmation or can be viewed at the premises or on the website of the EAO.

17. Final provisions

- 17.1 The laws of the Federal Republic of Germany shall apply with the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 17.2 Amendments or supplements to the contract, acceptance of the booking request or these terms and conditions require the written form. Unilateral amendments or supplements made by the CONTRACTING PARTY are nul and void.
- 17.3 Place of fulfilment and payment for all services is the registered domicile of the EAO in Saarbrücken.
- 17.4 In the case of consumers who do not enter into the contract for professional or commercial purposes, this choice of law shall apply only insofar as the granted protection is not deprived due to obligatory provision of the country where the consumer has his or her habitual abode.
- 17.5 If the CONTRACTING PARTY is a merchant, legal entity under public law or special fund under public law, the sole place of jurisdiction for all disputes arising from this contract – including disputes relating to cheques and bills of exchange – in commercial dealings with merchants is Saarbrücken. If a CONTRACTING PARTY meets the requirements of Section 38 Para. 2 ZPO (Zivilprozeßordnung / Code of Civil Procedure) and has no legal domicile in Germany, the domicile of the EAO in Saarbrücken shall be regarded as the place of jurisdiction. The same shall apply if the CONTRACTING PARTY is an ENTREPRENEUR and has no legal domicile in Germany or his/her place of residence or habitual abode is unknown at the time the action is brought. The right of the EAO to appeal to another court of jurisdiction shall remain unaffected hereby.