

GENERAL TERMS OF BUSINESS FOR THE EXHIBITOR COCKPIT OF THE SMARTER E EUROPE

1. Scope of application

The following general terms of business apply to orders placed by registered exhibitors, who are companies (in accordance with section 14 of the German Civil Code - BGB), in the Exhibitor Cockpit of The smarter E Europe.

2. Contracting parties

The contracting parties are the organizers of The smarter E Europe, Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG and Solar Promotion GmbH, Pforzheim, and the exhibitor.

3. Object of the agreement

The object of the agreement includes all deliveries and services offered to registered exhibitors by the organizers of The smarter E Europe via the Exhibitor Cockpit.

4. Conclusion of the agreement

The order placed by the exhibitor represents a legally binding bid, the receipt of which shall immediately be confirmed electronically by the organizers of The smarter E Europe. This confirmation of receipt is not an order confirmation, and the bid is therefore not accepted by the organizers of The smarter E Europe at this stage. The agreement will be concluded through the delivery of goods or the provision of services ordered unless subject to special arrangements.

5. Order cancellation

The exhibitor is entitled to cancel the order at any time until the date specified in the Exhibitor Cockpit.

6. Reservation of right to make changes

The organizers of The smarter E Europe reserve the right to make changes to their services, provided that only standard quantity or quality tolerances are concerned, and that the changes are reasonable for the exhibitor.

7. Subcontractors

The organizers of The smarter E Europe reserve the right to provide the deliveries and services ordered either themselves or through third parties.

8. Terms of payment

- 8.1 The exhibitor has the opportunity to choose between the different payment methods described in the Exhibitor Cockpit, provided that no particular payment method is specified there.
- 8.2 For each debit that is not redeemed or returned, the exhibitor must reimburse the organizers of The smarter E Europe for any resulting costs to the extent that he can be held accountable for the event that prompted the costs to arise.
- 8.3 The invoice total is due for payment within 7 days of receipt of the invoice.
- 8.4 The exhibitor shall only be entitled to set-off rights provided that his counterclaim is legally determined or undisputed. The exhibitor is only entitled to assert a right of retention owing to counterclaims arising from the contractual relationship.

9. Retention of title

Ordered goods shall remain the property of the organizers of The smarter E Europe until full payment of the purchase price has been made.

10. Non-availability of goods

If the organizers of The smarter E Europe do not receive the article of sale from its supplier, due to reasons for which it cannot be held accountable, the exhibitor shall be entitled to cancel his bid. In this case, the organizers of The smarter E Europe undertake to immediately inform the exhibitor of the non-availability of the article of sale via email, telephone or fax and to immediately reimburse any payment already made by the exhibitor should this be necessary.

11. Transfer of risk

Provided that no other agreement is made between the organizers of The smarter E Europe and the exhibitor, the delivery agreement is “ex works”.

12. Rights in the case of product defects

- 12.1 The warranty complies with legal specifications. The exhibitor’s rights arising from product defects are conditional upon whether he has duly performed his duties to inspect the goods and lodge a complaint (section 377 of the German Commercial Code – HGB). The limitation period for claims arising due to defects against the organizers of The smarter E Europe is 12 months, calculated from the transfer of risk.
- 12.2 If the object of the agreement is a used item there is no warranty. This is not valid if a guarantee concerning the condition of the goods applies or if a guarantee against malicious intent intervenes.
- 12.3 The provisions under section 13 of these general terms of business apply to any possible claims for damages.

13. Liability

- 13.1 The organizers of The smarter E Europe accept unlimited liability for all damages caused due to willful intent or gross negligence as well as for the absence of guaranteed features.
- 13.2 In the case of slight negligence, the organizers of The smarter E Europe accept unlimited liability in case of injury to life, limb or health. If the organizers of The smarter E Europe fall behind with its services due to slight negligence, if performance of its services has become impossible or if the organizers of The smarter E Europe have been derelict in a fundamental duty, liability for material damage or economic loss arising from this is limited to foreseeable damages typical for this kind of contract. A fundamental duty is one whose fulfillment is a vital prerequisite for the due performance of the contract, whose infringement jeopardizes achieving the purpose of contract and adherence to which the exhibitor may normally rely upon.
- 13.3 Liability for all other damages is excluded, while liability in accordance with the German Product Liability Act remains unaffected.

14. Miscellaneous provisions

- 14.1 The exhibitor may only transfer the rights and duties of this contract to third parties after obtaining prior written consent from the organizers of The smarter E Europe. Section 354 of the German Commercial Code (HGB) remains unaffected.
- 14.2 The contractual relationships of the parties shall be governed by German law without recourse to the United Nations Convention on Contracts for the International Sale of Goods.

15. Miscellaneous provisions

- 15.1 The contractual relationship between the organizers of The smarter E Europe and the exhibitor shall be governed by German law without recourse to the United Nations Convention on Contracts for the International Sale of Goods.
- 15.2 The place of jurisdiction for all disputes arising between the organizers of The smarter E Europe and the exhibitor is the corporate domicile of FWTM (Freiburg i. Br.).

Last amended: January 2017