

## 1. Agreements for attending events

### **1.1. General / scope**

The following general terms and conditions regulate the contractual relationship between the customer and participant (hereinafter "participants") in seminars, workshops, courses and conferences (hereinafter "events") and Photonics Hub GmbH. The general terms and conditions apply exclusively.

We do not recognize conditions of the participant that conflict with or deviate from our general terms and conditions, unless we have explicitly agreed to their validity in writing.

**Consumers** within the meaning of these terms and conditions are natural persons with whom business relationships are entered into without a commercial or independent professional activity being attributable to them.

**Entrepreneurs** within the meaning of these terms and conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into, who act in the exercise of a commercial or independent professional activity.

**Participants** within the meaning of these terms and conditions are both consumers and entrepreneurs.

The terms and conditions apply to all current and future business relationships.

### **1.2. Registration / registration confirmation**

Registration can take place via Internet, letter, fax, email or by telephone. The registration becomes legally binding with our written confirmation. As the number of participants for our events is limited, registrations will be considered in the order in which they are received. If a participant who is a consumer within the meaning of these general terms and conditions books the event electronically, we will immediately confirm receipt of the order. The confirmation of receipt does not yet constitute a binding acceptance of the booking. The confirmation of receipt can be combined with a declaration of acceptance. If a consumer makes the booking electronically, the text of the contract will be saved by us and sent to the participant on request along with the present terms and conditions by email.

### **1.3. Bank details**

Payments are made as a transfer to the account of Photonics Hub GmbH (Sparkasse Worms-Alzey Ried, IBAN DE94 5535 0010 0022 0266 54, BIC: MALADE51WOR)

### **1.4. Applicable law, place of jurisdiction and place of performance**

German law applies. If the participant is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is Alzey. The same applies if the participant does not have a general place of jurisdiction in Germany or if their place of residence or habitual residence is not known at the time the action is filed.

### **1.5. Maturity and payment, default, offsetting**

The amount of the participation fees can be found in the corresponding event announcement. They relate to one person and one event plus statutory VAT. The participation fee is due upon receipt of the invoice. Payment by sending cash or checks is not possible; Photonics Hub GmbH is not liable for loss. If the participant is in default of payment, Photonics Hub GmbH is entitled to claim the damage caused by the delay. During the delay, the consumer has to pay interest on the monetary debt of 5% above the base rate. In relation to the entrepreneur, Photonics Hub GmbH reserves the right to prove higher default damage and to assert it. The participant can only offset with legally established claims or claims recognized in writing by Photonics Hub GmbH. The participant is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

### **1.6. Cancellations**

If the event cannot be held due to force majeure (e.g. natural disasters, epidemics, risks to public health) or for an important reason (e.g. due to illness of the speaker or due to insufficient number of participants), or due to legal or official orders or recommendations, the participants will be informed as soon as possible and the event fee will be reimbursed in this case. Further claims, in particular the reimbursement of travel and accommodation costs as well as loss of work are excluded, unless such costs arise due to grossly negligent behavior on the part of Photonics Hub GmbH.

The participant can cancel the event free of charge up to 21 days before the start of the event. Afterwards or if the participant does not show up, we will charge the total participation fee. The cancellation must be in writing. The Photonics Hub GmbH accepts a substitute participant at no additional cost. Declarations of cancellation, withdrawal or rebooking must be made in writing.

### **1.7. Scope of performance**

The participation fee includes participation in the event. If conference documents are provided, they are also included in the price. Photonics Hub GmbH reserves the right to replace announced speakers with others and to make necessary changes to the event program while maintaining the overall character of the event.

### **1.8. Copyright**

The conference documents are protected by copyright. Duplication, distribution or other use of the conference documents is only permitted with the explicit consent of Photonics Hub GmbH.

### **1.9. Liability**

In the case of slightly negligent breaches of duty, our liability is limited to the foreseeable, contract-typical, direct average damage. This also applies to negligent breaches of duty by our legal representatives or vicarious agents. We are not liable to entrepreneurs in the event of a slightly negligent breach of insignificant contractual obligations. This applies in particular to the topicality, correctness and completeness of conference documents and the implementation of events.

Liability for culpable injury to life, physical integrity or health remains unaffected. Unless otherwise stipulated above, liability is excluded.

### **1.10. Right of withdrawal**

The consumer has the right to revoke his declaration of intent to conclude the contract within 2 weeks of the conclusion of the contract. The revocation does not have to contain a reason and must be declared to the contractor in writing.

Cancellation fees are not charged. To meet the deadline, it is sufficient to send the cancellation to the following address in good time: Photonics Hub GmbH, Ober-Saulheimer-Str. 6, 55286 Wörrstadt. This right of cancellation does not apply if the booked event has taken place and the participant has participated in it. If the consumer still takes part in the event within the cancellation period, the right of cancellation expires.

## **2. Agreements for participation in service projects (SP)**

### **2.1. General**

At the start of a service project (SP), the project scope is defined by Photonics Hub GmbH in consultation with the project participants. In the course of the SP, changes to content and goals can only be made or redefined together with all project participants at project meetings. No liability is assumed for the technical feasibility of the projects.

### **2.2. Conclusion of contract**

The agreement of the project participation comes into force after the signing of the partners at the beginning of the term of the service project and ends according to the project term unless it was terminated beforehand or otherwise ended. As part of a SP, individual agreements can also be concluded between Photonics Hub GmbH and a participant in which individual services are agreed.

### **2.3. Termination only for good cause**

Each partner is entitled to terminate the contract for project participation only for good cause because of serious reasons, otherwise participation after signing is mandatory and early exit is not possible.

A serious reason is in particular the resignation of several partners, so that there is no longer any financial basis to achieve the agreed project services for the remaining partners or the fact that the results show that the objectives of the service project cannot be achieved or only with disproportionate effort.

The termination must be notified and justified in writing to the responsible Photonics Hub project coordinators. Upon request, the terminating partner will return the documents, documentation, data storage media and objects received from other partners and is obligated to destroy all confidential information and copies of confidential information. The agreement between the other partners is not affected by the resignation of the terminating partner.

### **2.4. Scope of performance**

The projects run within the agreed term, start with the kick-off meeting and end with the final meeting. Photonics Hub GmbH undertakes to carry out coordinated tasks and subtasks. The type and scope initially result from the project flyer and the project content, work scopes and schedules presented by Photonics Hub GmbH as part of a kick-off meeting or jointly defined by the project participants, including all of its updates that follow in the course of the project.

During the project period, interested companies always have the opportunity to get involved in projects even after the kick-off meeting. In this case, the full project contribution must always be paid.

If company- or participant-specific services are offered within a service project, for example in the form of an hourly pool, these services are only available within the project duration and cannot be offset against the project fee. In case of additional expenses for company-or participant-specific services within the scope of an SP that exceed the agreed scope, Photronics Hub GmbH can invoice the additional expenses. In this case the participant receives information or an offer that breaks down the additional costs.

The Photronics Hub GmbH defines a minimum number of participants, upon reaching which the service project is realized. If this number is not reached, Photronics Hub GmbH reserves the right to cancel the project. In this case all commitments made in advance as part of the project expire. The already registered participants will be notified immediately.

### **2.5. Project results**

Photronics Hub GmbH undertakes to make the project results available exclusively to the project participants during the project duration.

Photronics Hub GmbH reserves the right to enable third parties to use the results after the end of the project. Insofar as results are known or generally accessible to the public before the start of the project at the time of transmission or were already known or made accessible to them by a third party after the transmission and if individual agreements do not make any more specific arrangements, Photronics Hub GmbH can enable third parties to use the results.

This does not apply to project results that are developed as part of a SP within company- or participant-specific services by Photronics Hub GmbH especially for one participant. These are treated confidentially and are not made accessible to third parties. If necessary, further details are to be defined by separate and individual confidentiality and non-disclosure agreements between Photronics Hub GmbH and the project partner.

Any project results provided in a secure area of the Photronics Hub GmbH website are reserved exclusively for the project participants during the project period. Access to this data by third parties is prohibited and must not be made possible by the project participants. Further details can be regulated through confidentiality and individual agreements.

### **2.6. Property rights for service projects**

The project participants and the Photronics Hub GmbH are fundamentally equal partners with regard to common inventions.

Photronics Hub GmbH can apply for property rights, in particular patents and utility models, etc. for results, which are researched and developed within an SP, namely ideas worth protecting, technical solutions and inventions. A free use without license fees for results developed by Photronics Hub GmbH beyond the project duration cannot be guaranteed.

Photronics Hub GmbH assures that it will not apply for any property rights, in particular no patents, for ideas that Photronics Hub GmbH receives from the participants of a SP.

### **3. Final provisions**

Should a provision of this general terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these general terms and conditions. The provision shall be replaced by a provision which is legally permissible and approximates the legal and economic meaning and intent of the original provision as closely as possible.

Any amendments and additions that deviates from this general terms and conditions must be made in writing. This formal requirement can only be waived in writing.

Wörrstadt, January 1<sup>st</sup>, 2019

Photonics Hub GmbH  
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