

General Terms and Conditions for Events by BME e.V. Last updated: August 2018

1. Scope of Application

These General Terms and Conditions apply to all types of deliveries and performances of services by the Bundesverband Materialwirtschaft, Einkauf und Logistik e. V. (BME), hereinafter referred to as "BME", to and for its clients, hereinafter referred to as the "Clients".

2. Registration

You or your employees can register by telephone, in writing, via our online form or via fax. If you would like to register in writing, we will be happy to send you the registration form. If you want to submit a binding registration for a seminar online, please fill in the registration form on our website and click the "submit" button. You will then immediately receive confirmation of your registration to participate in the seminar. Please check that your name and company name are spelt correctly.

3. Booking

Bookings are processed in the order in which registrations are received. If an event is already fully booked or cannot be held as announced due to other reasons, BME will inform participants immediately.

4. Event Fees

The event fee is due upon receipt of the invoice and 14 days before the start of the event at the latest. The event fee includes event documentation and the use of technical facilities. The event fee is due immediately in the case of bookings made less than seven days before the start of the event. Participants are only entitled to attend an event if their payment has been received before the start of the event.

5. Cancellation of Event Registrations

Event registrations can only be cancelled in writing, namely by letter, fax or e-mail. Cancellations can be made free of charge without specifying reasons up to 4 weeks before the start of the event. In the case of cancellations made within 4 weeks before the start of the event, the participation fee that has already been paid will be reimbursed less a cancellation fee of 20% of the event fee. If a cancellation is made within 2 weeks before the start of the event, the entire participation fee will be charged. Cancellation fees will not be charged if a substitute participant is listed in the contract. If a separate cancellation policy applies to events, BME will inform participants about the policy in individual cases. The full event fee will be charged if participants do not attend and have not provided notice of cancellation in advance.

6. Right of Cancellation

Customers are entitled to a statutory right of cancellation provided that the contract was exclusively concluded via telephone, fax, e-mail or

the online form. The legal definition of the term "consumer" concerns every natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to his/her trade, business or profession.

Cancellation Policy Right of Cancellation

Consumers have the right to cancel this contract within fourteen days without stating reasons. A cancellation period of fourteen days starting on the day on which the contract is concluded shall apply. To exercise your right of cancellation, you need to inform us of your decision to cancel this contract by sending explicit notice of cancellation (e.g. a letter sent by post, fax or e-mail) to BME e.V., Frankfurter Str. 27, 65670 Eschborn, Germany, tel.: +49 (0) 6191 5828 0, fax: +49 (0) 6196 5828-199, e-mail: info@bme.de. When submitting your notice of cancellation you can, but are not obliged to, use the cancellation form attached. Submission of notification that you wish to exercise your right of cancellation before the expiry of the cancellation period is sufficient for compliance with the cancellation deadline.

Consequences of Cancellation

If you cancel this contract, we must reimburse you all payments that we have received from you immediately and within fourteen days of the date on which we receive notification of your cancellation of this contract at the latest. When reimbursing your payments, we will use the same means of payment that you used for your original transaction unless we have expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this reimbursement. If you have requested that performance of the service begin during the cancellation period, you must pay us an appropriate amount that corresponds to the scope of services that have already been performed up to the point in time at which you inform us that you wish to exercise your right of cancellation of this contract in comparison with the overall scope of the services specified in the contract.

End of the Cancellation Policy

Special Note

The right of cancellation shall expire prematurely if BME has fully performed the service in question after the Client has explicitly consented to performance of the service and also confirmed that he/she is aware that his/her right of cancellation will expire upon full performance of the contract. A waiver of the right of cancellation must be declared in writing.

7. Substitution of Instructors

If an instructor is unable to attend an event at short notice due to illness or other unforeseen reasons, BME is entitled to find a substitute instructor and/or make changes to the programme of an event in order to avoid having to cancel the event, unless this is not unreasonable.

8. Cancellation of Events, Reimbursement and Liability

a) Cancellation due to an insufficient number of participants or for other reasons

BME reserves the right to cancel an event if it fails to reach the required minimum number of participants 2 weeks before the start of the event. If a speaker cannot attend a seminar due to illness and in cases of force majeure that not only make it more difficult, but also impossible, for the seminar to be held, BME e.V. reserves the right to also cancel events at short notice.

b) Reimbursement of event fees

If an event is cancelled due to an insufficient number of participants or for other reasons, we will inform you immediately and try to change your booking to another date or another event location on request. If you do not want to change your booking, we will reimburse you the seminar fees that have already been paid immediately.

c) Liability

Travel costs incurred unnecessarily and other expenses, especially accommodation costs, will only be reimbursed if the cancellation of the event was the result of intent or gross negligence on the part of BME or its vicarious agents. Hotel costs or cancellation costs for hotel rooms will not be reimbursed under any circumstances.

9. Hotel Bookings

We have reserved a limited number of rooms for you in the corresponding conference hotel. Please book your rooms yourself and state the keyword "BME" when making your booking. You can find the hotel address on your confirmation of registration. Please note that the reserved rooms are only available for a limited period of time. Participants are responsible for cancellations or changes to their reservations.

10. Liability and Compensation for Damages

BME is unable to assume liability for damages, especially those resulting from accident, injury, loss or theft, unless the damages were the result of intent or gross negligence on the part of BME and its legal representatives or their vicarious agents. This shall not apply to liability for damages resulting from injury to life, limb or health or to damages resulting

from a breach of a significant contractual obligation (an obligation that must be fulfilled in order to enable the proper execution of the contract in the first place and that the Client can, and does, regularly expect to be fulfilled). In such cases, the liability of BME is, however, limited to compensation for foreseeable typically occurring damages.

11. Copyright

The documents provided to participants are solely intended for personal use by participants and are not permitted to be passed on to third parties. BME alone shall reserve all rights, including the right to reprint and make multiple copies of the training documents or sections of the training documents. No element of the training documents or the copyrighted and trademarked software used is permitted to be reproduced, edited (especially using electronic systems), duplicated, distributed or used for public communication in any form, not even for teaching purposes, without written consent. The software is not permitted to be removed from the event venue without written consent.

12. Registration

(1) In order to conclude contracts, Clients must register on the BME website with their required personal details and consent to the validity of the present terms and conditions. Only individuals with unlimited legal capacity are authorised to register. Clients have no entitlement to authorisation. When registering, Clients must select a personal user name and password in accordance with the registration form provided on the website. Clients must treat their password as confidential and are not permitted to disclose it to third parties.

(2) Other than the obligations specified above in § 12 subsection 1, the registration of Clients on the BME website involves no obligations and is free of charge for Clients. Clients can delete their registration at any time. Any changes to registrations can be made online using the registration forms provided on the BME website.

(3) The personal details provided by Clients when they register in accordance with § 12 subsections 1 and 2 will only be used by BME and its subsidiaries or second-tier subsidiaries for the performance of the event contracts concluded between BME and the Client and in compliance with the provisions of German data protection law. Any further use of a Client's personal details for advertising or market research purposes or for the needs-oriented arrangement of the services offered by BME and its subsidiaries or second-tier subsidiaries shall require the Client's explicit consent. Clients have the option of giving this consent before placing an order but can withdraw their consent at any time. Clients can access the data protection information on the BME website at <https://www.bme.de/datenschutz>.

13. Data Protection

BME complies with the applicable legal provisions of data protection, in particular those of the GDPR or the new Federal Data Protection Act and, in particular, will only process personal data within the framework of a legal regulation or on the basis of the express permission of the data subjects if this is necessary in connection with the fulfillment of the contract. If personal data is processed on behalf of the BME, the BME will conclude an agreement on order processing in accordance with Art. 28 para. 3 GDPR which complies with the statutory provisions. Personal data may only be transferred to third parties within the legal and official requirements. Model contracts made available (e.g. EU standard clauses) must be used in this context.

14. Court of Jurisdiction, Applicable Law and Final Provisions

In the case of legal disputes, the court responsible for the location of the BME headquarters shall be the sole court of jurisdiction if the contractual partner is a merchant, a legal entity under public law or a public-law entity with special public funds.

The law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

If a provision of the contract is or becomes fully or partially invalid or unenforceable, this shall not affect the remaining provisions of the contract.

Cancellation Form Template

(If you want to cancel your contract, please fill in this form and return it to BME.)

– To

Bundesverband Materialwirtschaft, Einkauf, Logistik e.V. (BME e. V.)

Frankfurter Str. 27

65670 Eschborn

Germany

Tel.: +49 (0) 6196 5828 0, fax: +49 (0) 6196 5828-199

E-mail: info@bme.de

– I/We (*) hereby cancel the contract concluded by me/us (*) on the purchase of the following goods (*) / the performance of the following service (*):

– Ordered on (*) / received on (*) _____

– Name of the consumer(s) _____

– Address of the consumer(s) _____

– Signature of the consumer(s) (only required in the case of forms submitted on paper)

– Date _____

(*) Please delete where inapplicable.