

## Terms and Conditions of Participation in the Battery Expert Forum

The terms and conditions of participation set forth below apply to all forum, conference, seminar, and training events of the BMZ Group. General terms and conditions of business of the participant that vary herefrom do not apply. The "General Information" appended to the relevant meeting programs also applies.

The organizer is:

BMZ Germany GmbH  
Zeche Gustav 1  
63791 Karlstein am Main  
T: +49 6188 99410 0  
E: [info@battery-experts-forum.com](mailto:info@battery-experts-forum.com)

### **1. Registration/confirmation of registration**

- 1.1 All offers from BMZ are non-binding and subject to change.
- 1.2 Registration is required in order to participate in our events. Registration can be done over the Internet or by mail, fax, or e-mail. The registration form must be completed and sent to the organizer with acknowledgment of these terms and conditions of participation.
- 1.3 Registration becomes legally binding when we confirm, which typically occurs by e-mail. A notice of registration does not constitute confirmation. Where reference is made to processing times, these times are non-binding and subject to change.

### **2. Registration deadline; participant numbers**

The registration deadlines are as stated in the relevant announcements. Participation is limited to a certain number of attendees per event.

Experience has shown that demand exceeds the available number of spots, so it is advisable to register early. The time when the registration is received is the determining factor.

### **3. Event venue**

The event venue is as stated in the relevant announcement.

The venue is currently darmstadium Wissenschafts- und Kongresszentrum, 64283 Darmstadt, Germany.

### **4. Event times; event content**

- 4.1. The event times are as stated in the relevant announcements. However, they are non-binding and subject to change. We reserve the right to cancel individual events, e.g., in the event that an instructor or speaker falls ill. We strive to communicate cancellations or necessary changes, particularly a change of instructor, to participants as early as possible.
- 4.2 We expressly reserve the right to make program changes provided that the overall character of the event is maintained. Changes of speakers, minor changes in the event schedule, or a reasonable relocation of the venue do not entitle participants to reduce the price or rescind the agreement.

### **5. Notice of termination; cancellations; cancellation fees**

- 5.1 The participant has an unlimited right to give notice of termination prior to the start of the event. However, the cancellation fees stipulated in Sec. 5.4 hereof apply.
- 5.2 Ordinary termination is not possible after the event starts. The minimum term of the agreement lasts until the end of the event. Nothing herein shall affect the right of termination for good cause. Notice of termination must be given in writing. The time determining whether the time limit is observed is the time when the organizer receives the notice of termination.

#### **BMZ GMBH**

Managing Directors: Sven Bauer, Volker Ritzert · HRB 5890 Aschaffenburg · Tax ID No.: 122/50444 · VAT ID No.: DE 81 1770 243  
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[mail@bmz-group.com](mailto:mail@bmz-group.com) · [www.bmz-group.com](http://www.bmz-group.com)

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HSBC	BIC:TUBDDEDD	IBAN:DE03300308800600849018	Rtg. No. 30030880	Acct. 600849018
Commerzbank	BIC:COBADEFF795	IBAN:DE35795400490105770200	Rtg. No. 79540049	Acct. 1057702

5.3. Participants can terminate or cancel their registration up until three days before the event date. Notice of cancellation must be sent in writing (mail/fax) or by e-mail to [info@battery-experts-forum.com](mailto:info@battery-experts-forum.com). It is not possible to give notice of termination or cancellation by phone.

5.4 The following cancellation fees apply in the event of notice of termination/cancellation before the start of the event:

- If participation is canceled up to eight weeks before the event: 50% of the participation fee.
- If participation is canceled up to four weeks before the event: 80% of the participation fee.
- If participation is canceled less than four weeks before the event or the participant is a no show: 100% of the participation fee.

5.5 It is possible to designate a substitute participant. If a participant wishes to do this, the name and address of the substitute participant must be communicated by e-mail to [info@battery-experts-forum.com](mailto:info@battery-experts-forum.com) in advance.

5.6. The foregoing terms and conditions of cancellation also apply in the event that the seminar participant falls ill (on short notice).

## **6. Payment terms; default; rescission**

6.1 The total amount of the participation fee shall be due and payable upon invoicing.

Pursuant to Sec. 286 (3) of the German Civil Code (BGB), default occurs 30 days after the invoice is received.

6.2 The organizer reserves the right to rescind the agreement if payment is not received on time. It is not possible to participate in the event without paying the invoice.

## **7. Liability**

7.1 Liability is ruled out unless one of the exceptions provided below applies.

7.2 We are liable for damage and/or losses based on intentional or grossly negligent breach of duty on the part of BMZ or any of its statutory representatives or vicarious agents. Furthermore, nothing herein shall affect liability for loss of life, bodily injury, or impairment of health or for violation of essential contractual obligations or liability arising from the German Product Liability Act (ProdHaftG). "Essential contractual obligations" means those whose fulfillment is necessary in order to achieve the objective of the agreement and that the other party to the agreement trusts, and is generally permitted to trust, will be fulfilled. In the event of violation of essential contractual obligations, the claim for damages is limited to the typically foreseeable damage and/or losses if these have not been caused through intent or gross negligence, unless the claims for damages concern loss of life, bodily injury, or impairment of health.

## **8. Event cancellation; force majeure**

8.1 BMZ is entitled to cancel an event for business, economic, or organizational reasons. If this occurs, the participation fees that have already been paid will be refunded in full.

8.2 If BMZ is compelled by force majeure or other reasons for which it is not responsible (e.g., power outage) to clear one or more exhibition areas temporarily or for a longer period or to postpone or shorten the event, no rights of rescission or termination shall arise from such circumstance. Participation fees that have already been paid will not be refunded.

8.3 Possible cancellation and rebooking fees for means of transportation or overnight accommodations booked by the participant will not be refunded.

## **9. Data protection and privacy**

The BMZ Group protects your personal data. The BMZ Group will treat the data provided by the participant as confidential and use them only in accordance with the provisions of data protection and privacy law. "Personal data" means all data stored in conjunction with a person's name. The data provided by the participant (first and last name, shipping and billing address, e-mail address, and depending on the payment method also the account details or credit card number and credit card expiration date) will be stored and used by the BMZ Group in the subscriber and/or participant file and – where necessary – shared with service providers commissioned for this purpose. Unless otherwise indicated by the participant, the participant will receive future information from the BMZ Group regarding BMZ Group events and may be contacted by fax, e-mail, or phone. The BMZ Group takes the utmost precautions to keep your data secure.

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HSBC  
Commerzbank

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Rtg. No. 79540049 Acct. 1057702

**10. Photography; filming; video recordings; images and other recordings**

Photos and possibly videos will be taken during the event and used in some cases on the website of the Battery Experts Forum and for advertising purposes. By participating in the event, you consent to the photos and videos depicting you being used for the aforementioned purposes.

**11. Applicable law; place of jurisdiction and place of performance**

11.1 German law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 If the participant has full merchant status or is a legal entity under public law or a public-law special fund, Frankfurt is agreed as the place of performance and place of jurisdiction.

**12. Severability**

Should any provision hereof be or become invalid, or should there turn out to be a gap in the provisions, the validity of the remaining provisions shall be unaffected by such circumstance. The invalid provision is deemed to be replaced or the gap filled, as the case may be, by a valid provision that most closely approximates what BMZ and the participant would have agreed had they been aware that the original provision was invalid or that there was a gap.

Karlstein, August 2023

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