

Standard Terms and Conditions
for Events of Forschungsinstitut für Leder und Kunststoffbahnen GmbH (FILK)

§ 1 - General

These Standard Terms and Conditions apply to all contracts for events concluded between Forschungsinstitut für Leder und Kunststoffbahnen gGmbH as contractor (hereinafter: organizer) and the customer (hereinafter: participant) as well as all services provided in this context. Offerings are directed to both Consumers and Business Customers (as defined below). For the purpose of these Standard Terms and Conditions, (i) a “Consumer” is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity (Sec. 13 of the German Civil Code), and (ii) a “Business Customer” is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity (Sec. 14 (1) of the German Civil Code). They also apply to Business Customers for all future business relationships even if they are not expressly agreed again. Our terms and conditions are considered agreed, if there is no objection in writing immediately after receipt. Any opposite and/or divergent terms and conditions of the participant shall not apply, unless we have expressly agreed to their validity in writing. Any opposite and/or divergent terms and conditions of the participant will also not be part of the contract, if the organizer does not expressly object or carry out an unreserved delivery. Individual agreements in the written contract or the written confirmation are prior to these Standard Terms and Conditions. Verbal promises by our representatives or other auxiliary persons require the written confirmation by us.

§ 2 - Registration

With the registration the participant sign in bindingly for the event. After registration the participant will receive a confirmation by e-mail. The invoice for the participation fee will be sent to the participant promptly by e-mail or mail.

§ 3 - Payment terms

1. The participation fee is to be paid within two weeks after receipt of the invoice and receipt of the confirmation of registration to the account specified in the invoice. The binding agreement on participation is concluded upon receipt of the invoice amount on the account of the organizer. If the invoice amount is not received within the specified period, the place will be automatically released for other interested parties. If the registration is made within the last two weeks before the event, the participation fee is due at last two days before the event begins. The participation fee is excluding statutory VAT at the time of the event and includes participation in the regular program of the event and catering during the breaks.
2. The participant shall have a right of set-off or retention only where a claim is uncontested, undisputed or already established in law. The participant may only exercise a right of withholding any payment owing if its counterclaim is linked synallagmatic. If the participant is a business customer, he is only authorized to exercise a right of retention if its counterclaim arises from the same contractual relationship.

§ 4 - Withdrawal/termination

1. In the case of cancellations received up to 14 days before the start of the event, the participation fee will be refunded minus a processing fee of 10% of the total price, but at least 50,00 EUR. For all later cancellations no refund is possible. Withdrawal from participation in the event must be made in writing (by mail, e-mail or fax). The participant is free to prove that the organizer suffered less or no damage. If the payment according to § 2 is not made by the due date, the organizer reserves the right to exclude the participant from the event until full payment has been made, without the obligation to pay of the participant is cancelled. There is no right to refund the payment when non-participation in the event, except in the cases mentioned in this paragraph. The participant does not have the right to terminate the contract.
2. The organizer is entitled to cancel the event up to 14 days before the start of the event if the required minimum number of 10 participants will be not reached. In this case, the participant will get the already paid participation fee refunded. Further claims of the participant against the organizer, especially claims for expenses or damages are excluded in this case.

§ 5 - Adjustments and amendments

The event agenda is continuously updated. We therefore reserve the right to make necessary adjustments or deviations in content, provided that these do not significantly change the overall character of the conference. According to this, the program schedule or the announced speakers are subject to change.

§ 6 - Damages

1. The liability of the organizer for contractual breaches as well as for tort is limited to intent and gross negligence. This does not apply in case of injuries to life and limb or health of the participant as well as for claims for damages due to an injury of substantial contract obligations and the compensation of damages caused by delay. The exclusion of liability also applies to at least slightly negligent breaches of duty by our vicarious agents. Insofar as liability is not excluded for slight negligence and for damages which are not based on injuries to life and limb or health of the participant, such claims shall become statute-barred within one year starting from the date of the event. Insofar as we have excluded or limited liability for damages, this shall also apply to the personal liability of our employees, representatives and vicarious agents.
2. In case of force majeure or cancellation by the speaker, the organizer reserves the right to assign a substitute speaker or to reschedule the event to another date or location. The participant has no claims for compensation in this respect.
3. The organizer is not liable for the accuracy or content of the lectures or accompanying documents, unless there is a case of intent or gross negligence.

§ 7 - Photographs/documents

1. By registering, the participant confirms to agree that photos or film recordings of the event, on which the participant may appear, may be stored for documentation and advertising purposes and published in print media on the website or in other digital media of the organizer. The participant waives any fee claims in this case. The consent to the photo or film permission is not a requirement for participation in the event. It can be objected to before the start of the event. The objection should be made in text form.
2. If the participant receives documents or other media from the organizer during the event, these are protected by copyright and may not be reproduced, commercially used or made public, even in part, without the written consent of the organizer.

§ 8 - Data protection

1. The organizer intends to inform you about event activities of the FILK several times a year. You can object to these advertising mails at any time without giving reasons. Detailed information on our data protection guidelines are available at (<https://www.filkfreiberg.de/en/privacy-policy.html>).
2. During the event, all participants will receive a list of participants (status: registrations up to 14 days before the start of the event) with information on gender, title, first and last name, company, place of work and country. Each participant will also receive a name badge on which his or her first and last name and the company with place/country are marked.

§ 9 - Others

1. The contractual relationship and its execution shall be governed exclusively by the law of the Federal Republic of Germany.
2. Should any provisions of these Standard Terms and Conditions be ineffective, the validity of the remaining provisions shall not be affected.
3. If the participant is a business customer, the place of fulfilment and jurisdiction for any disputes is the place of business of the organizer.

Freiberg, 2020-03-20

Forschungsinstitut für Leder und Kunststoffbahnen gGmbH