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§ 1 General terms, scope of application, integral parts of the contract

- (1) These General Terms and Conditions (hereinafter the “Terms”) apply for the registration and attendance at the ICOBTE & ICHMET 2023 event (hereinafter the “Event”) taking place from 06 September 2023 to 10 September 2023, organised by Bergische Universität Wuppertal (University of Wuppertal), represented by the Vice-President for Administration and Finance, Gaußstraße 20, 42119 Wuppertal, Germany, held by *Univ.-Prof.* [university professor] *Dr.-Ing. agr.* [PhD in agricultural engineering] Jörg Rinklebe, School of Architecture and Civil Engineering (hereinafter the “Organiser”), and the associated sale of tickets.
- (2) These Terms apply with regard to the Event of the Organiser and are addressing entrepreneurs and consumers. According to § 13 *BGB* [German Civil Code], a “Consumer” is any natural person concluding a legal transaction for purposes which largely may not be attributed to their commercial or independent professional activities. According to § 14 *BGB*, an “Entrepreneur” is a natural or legal person or a private company having legal capacity performing their commercial or independent professional activities by concluding a legal transaction. Persons employed by an Entrepreneur (“Employees”) may attend the event if they are registered as an Attendee by such Entrepreneur and are acting on their behalf. In this event, the contractual party is the Entrepreneur

making the registration. We will query the feature of being an Entrepreneur/Consumer during the registration process within the scope of the selected ticket. Please register enterprises by selecting the “Tickets for members of an enterprise” booking category. As a Consumer, please select the “Private” booking category. The person making the registration shall answer the query truthfully by selecting the applicable booking category.

- (3) These Terms apply exclusively with regard to the Event if and insofar they are not amended by an express individual agreement between the contractual parties in text form at least (§ 305 (b) *BGB*).
- (4) We hereby object to any conflicting, supplementary or identical terms or conditions or other provisions of the Applicant/Attendee. This also applies if the Organiser does not repeat the objection in the individual case despite rendering the relevant services or renders such services while being aware of conflicting terms and conditions or other provisions of the Applicant/Attendee.
- (5) In addition to the Terms, the information on the Event on the Event Website, to be found at <https://icobte-ichmet-2023.com/frontend/index.php> (hereinafter the “Event Website”), shall apply. In the event of conflicts, the Terms shall take precedence over the information on the Event Website. Furthermore, the “General Terms and Conditions for the Use of Converia Conference Management and Ticketing Platform for attendees”, to be found at https://icobte-ichmet-2023.com/frontend/index.php?page_id=25836, shall also apply regarding the use of the conference management platform.

§ 2 Registration, conclusion of contract

- (1) You may only register for attending the Event electronically by using the Organiser’s conference management platform via the Event Website <https://icobte-ichmet-2023.com/frontend/index.php>.
- (2) You may register until 36 days prior to the start of the Event.
- (3) By providing the information on the Event Website, the Organiser does not yet make a legally binding offer for attending the Event (invitation to treat). The person making the registration submits their legally binding offer for conclusion of a contract regarding attendance at the Event by completely executing the order process and clicking on the “Complete booking subject to charge” button in the last order screen on the Event Website <https://icobte-ichmet-2023.com/frontend/index.php>.
- (4) The contract on attendance at the Event is concluded once you receive the electronic confirmation of registration from the Organiser by e-mail by way of the Converia conference

management tool. This e-mail contains a web link with the booking confirmation as a PDF (hereinafter the "Booking Confirmation") and the ticket. Both documents may only be retrieved by accessing this web link. The documents are issued by Converia Conference Management & Ticketing on behalf of Bergische Universität Wuppertal as the Organiser, with Lombego Systems GmbH, registered at Kaufstraße 2-, 99423 Weimar, Germany, being responsible for the ticketing & payment service. The effective acceptance of the registration submitted by the person registering requires the Attendee to have completed all mandatory fields in the order screen (marked with "**") and to have accepted both these Terms and the "General Terms and Conditions for the Use of Converia Conference Management and Ticketing Platform for attendees". The language available for conclusion of the contract is English.

- (5) If a registration cannot be accepted, the Organiser will notify the person registering of this fact in good time.

§ 3 Holding the Event and services

- (1) The subject of this contract is the attendance at the Event organised by the Organiser.
- (2) If and insofar as catering for the Attendees with food and drinks will be offered, the Attendee has no claim to full catering.
- (3) The journey to the Event and overnight stays are not included in the services offered by the Event unless such services have been expressly included in the Event's description.
- (4) If the Attendee does not avail themselves of duly offered services in full or in part, they shall have no claim to full or partial reimbursement of the attendance fee.
- (5) The Organiser will determine the contents, structure, agenda and design of the Event and the selection of the person(s) appearing as the lecturer(s).
- (6) The scope of the contractual services within the framework of the Event is composed from the information provided on the Event Website, the registration forms and the confirmation of attendance by the Organiser.
- (7) Deviations from and amendments to the information on the Event may be made prior to and after receiving the Booking Confirmation if the deviation or amendment may be deemed reasonable in consideration of the Attendees' interests. A reasonable deviation or amendment includes but is not limited to a different speaker than the originally named speaker being able to provide professional information on the given topics and/or closely related topics. A change in venue is reasonable if the relocation is within a distance of fifteen (15) kilometres from the original venue. In the event of deviations or amendments relevant for the subject of the contract, the Organiser will advise the Attendees in electronic form by e-mail immediately upon becoming aware of the circumstances itself.
- (8) The Organiser does not have to issue a certificate of attendance unless it is expressly included in the specifications or promised by the Organiser.

§ 4 Prices and payment

- (1) The price indicated in the Booking Confirmation is the final price and is binding for the Attendee.
- (2) If required, all prices include applicable VAT and charges.
- (3) If special prices are offered as discounts (e.g. students, members of certain organisations, early bird discounts etc.), they will be indicated separately. If no discounts are indicated, they may not be granted. If the discount is granted based on characteristics of the Attendee (e.g. students, members of certain organisations etc.), the discount may only be granted upon the presentation of evidence in due form (e.g. student identity card, confirmation by the university, providing the membership number). Evidence must be provided by e-mail to the conference office (icobteichmet23@uni-wuppertal.de), including the required documentation, until 20 August 2023 at the latest. If evidence is not provided at all or on time, the Attendee has to pay the difference between the full price and the discounted price at the start of the Event to allow the Attendee to attend the Event. If the difference in price is not paid in due time, the Attendee is excluded from attending the Event. Any payments made by the Attendee will not be reimbursed in full or in part.
- (4) Payments shall be made using the methods indicated on the Event Website. All prices are due and payable upon conclusion of the contract immediately.
- (5) In the event of payment by credit card (MasterCard, Visa), the Attendee is asked to enter their credit card data during the payment process. Subsequently, the associated credit card account is charged with the amount of the ticket price.
- (6) If a payment is reversed (e.g. due to insufficient coverage of the account indicated during the order process), the Attendee shall reimburse the Organiser for any damage or expense incurred by the reversal.
- (7) In the event of reversal of payment, the Organiser is entitled to withdraw from the contract with immediate effect and without setting a period of notice. The Organiser shall advise the Attendee of its withdrawal in electronic form. This causes the Attendee to lose their claim to attendance at the booked Event. Further claims of the Organiser towards the Attendee shall remain unaffected.

§ 5 Withdrawal and cancellation

- (1) If the Attendee does not wish to attend the Event, they shall declare their withdrawal from the contract in writing or in text form (by e-mail to the conference office icobteichmet23@uni-wuppertal.de, letter) to the Organiser. The time of receipt of the notice of withdrawal shall be essential for compliance with applicable terms of notice.
- (2) In the event of receipt of the notice of withdrawal by the Attendee prior to 01 July 2023, 50 % of the ticket price is reimbursed. The Attendee shall bear any transaction fees possibly incurred.
- (3) In the event of receipt of the notice of withdrawal by the Attendee on or after 01 July 2023, the ticket price is not reimbursed.

- (4) Until 20 August 2023, the Attendee may appoint a new Attendee ("Substitute Attendee") by e-mail to the conference office (icobteichmet23@uni-wuppertal.de) instead of the original Attendee ("change in Attendees"). In the event of tickets for a special price (see § 4 (2) hereunder), a change in Attendees is only possible if the Substitute Attendee also meets the requirements for the special price. The obligation to pay the agreed attendance fee shall remain unaffected. By notifying the Organiser of the Substitute Attendee, the Attendee guarantees that the Substitute Attendee has received these Terms for their attention and has correspondingly been obligated to comply with them.

§ 6 Cancellation of the Event, Force Majeure

- (1) "Force Majeure" is any unforeseeable event outside of the Organiser's sphere of influence preventing the Organiser from fulfilling its obligations in full or in part, including but not limited to fire damage, flooding, pandemics and their consequences (for example due to the COVID 19 virus and central employees falling ill with it), epidemics, strikes and legal lockouts and disruptions of operations the Organiser may not be held responsible for or official directives and/or orders. Until the Attendee can provide proof to the contrary, it is assumed that the occurrence of Force Majeure prevents the Organiser from fulfilling its contractual obligations hereunder. If the Organiser successfully claims Force Majeure, the Organiser is released from its duty to fulfil its contractual obligations and any obligation to pay compensation for damages or any other contractual legal remedy for cause of breach of contract as of the time the obstruction makes it impossible for it to render its services. If the effect of the asserted obstruction or event is temporary, the consequences stated in the sentence above only apply for as long as the asserted obstruction prevents the Organiser from fulfilling the contract. If the duration of the asserted obstruction results in the Attendee being deprived of what the Attendee may reasonably expect by virtue of the contract to a significant extent, including but not limited to the event that the obstruction affects the whole duration of the Event, both parties are entitled to terminate the contract by notice to the other party within an appropriate period of time, at least in text form.
- (2) This includes but is not limited to the Organiser successfully asserting Force Majeure being entitled to adapt and change the way to hold the Event as appropriate to the respective effects of the Force Majeure. This includes but is not limited to the Organiser being entitled to hold an Event taking place physically as an online event instead, in part or in full instead. The Attendee will be advised of these decisions 30 days before the start of the Event at the latest. The Organiser will proportionally set off any expenses possibly saved against the ticket price and grant a respective repayment to the Attendee. For such repayment, the Organiser will use the same payment method the Attendee has used for the original transaction unless something else has been expressly agreed

with the Attendee. Exchange rate losses shall be borne by the Attendee. Claims of the Attendee for compensation due to wasted expenses (e.g. travel, accommodation and subsistence expenses) are excluded subject to § 7 hereunder.

- (3) The Organiser will announce the cancellation or partial cancellation in good time. At cancellation, the payment obligation according to the period of time affected by the cancellation shall lapse accordingly. For example, this means that for an Event of five (5) days and a partial cancellation of two (2) days, 2/5 of the payment obligation is cancelled accordingly. Any attendance fees already paid are repaid in the appropriate amount. Exchange rate losses shall be borne by the Attendee. Further claims of any kind are excluded subject to art. 7 hereunder.

§ 7 Liability

- (1) The statutory warranty rights do not apply to the contract on attendance at the Event.
- (2) The Organiser is liable for damage arising from injury to life, body and health and for damage caused by wilful intent or gross negligence of the Organiser or its legal representatives or performing and vicarious agents and for damage incurred by non-compliance with a given guarantee.
- (3) The Organiser's liability for damage resulting from slight negligence of material contractual obligations by it or its legal representatives or performing and vicarious agents is restricted to reimbursement of foreseeable damage typical for the type of contract. Material contractual obligations are obligations whose fulfilment makes it possible for the contract to be executed in the first place and in whose fulfilment the other contractual party may routinely trust. Further claims for compensation of damages are excluded. The provisions of the *Produkthaftungsgesetz* [German Product Liability Act] shall remain unaffected.
- (4) The restrictions of this art. 7 also apply to the Organiser's legal representatives and performing and vicarious agents if claims are asserted against them.

§ 8 Copyright and other rights

- (1) All lectures and event documentation provided, whether in a physical or non-physical form, are protected by copyright law and may be employed exclusively for personal use. The author's copyright shall remain unaffected. Usage rights will only be granted by express written (§ 126 BGB) concession of usage rights. The reproduction, distribution, processing, public rendition of any kind or other types of utilisation exceeding sentence 1 above are not allowed and require the express prior written approval of the Organiser and the holder of the copyright.
- (2) The Attendee has no legal claim to be provided with or sent lectures and event documentation.
- (3) Audio recordings, pictures, video recordings and descriptions of the presented Event results (including but not limited to the presented research results) are not allowed, whether in full or in part.

§ 9 Consent to film recording and picture taking

- (1) Within the framework of the Event, pictures are taken and/or video recordings are made for the purpose of documentation and advertisement. By submitting an offer to conclude this contract, the Attendee hereby agrees that pictures being taken and/or film recordings being made during the Event that exceed the reproduction of an event of current affairs may be made, reproduced, sent or saved on audio-visual media, used and published. For this purpose, they may also be transferred to third parties. In this regard, the Attendee waives any fee payments and does not assert any claims associated with the use of their likeness in films and pictures.
- (2) The consent to recording of film and pictures according to § 9 (1) hereunder is not a prerequisite to attend the Event. The Attendee may object to it at registration and prior to the Event in writing by post or e-mail. Please address your objection to:

Bergische Universität Wuppertal
Prof. Dr. Jörg Rinklebe
Gaußstraße 20
42119 Wuppertal
GERMANY

or to

icobteichmet23@uni-wuppertal.de

§ 10 Householder's rights of the Organiser

- (1) The Organiser will exercise its householder's rights on the grounds and premises used for the Event. The Organiser is entitled to remove and ban people from the premises or take other appropriate measures within the scope of asserting its householder's rights. This includes but is not limited to removing Attendees from the Event if they are disrupting the Event with their actions or failure to perform required ordered actions, harass other Attendees or other persons or have severely or repeatedly infringed on the terms and conditions of use otherwise. A repeated infringement is to be assumed at two disruptions only. Access may also be refused if there is a justified suspicion that the Attendee will disrupt the Event or harass other Attendees or other persons. In these cases, the ticket price will not be repaid.
- (2) Technical devices, including but not limited to mobile phones, (tablet-) computers and watches with acoustic signals, must be switched to silent or turned off during the Event in its premises.
- (3) Bringing food and drinks into the Event premises and eating and drinking in them is generally not allowed. An exception may only be made in designated Event premises.
- (4) Smoking is prohibited in the Event premises and only allowed in outside areas specifically designated for this purpose.
- (5) If the admission to a specific event is linked to a specific seat, the Attendee may only take the seat indicated in their confirmation of attendance. If the Attendee has taken a seat for which they do not have a valid ticket, the Organiser may either

charge the possibly incurred price difference or remove the Attendee from the seat or even remove them from the Event.

- (6) The private offering and reselling of tickets on the grounds or in the Organiser's premises is prohibited.
- (7) The Attendees shall immediately and on first request comply with the instructions of the staff of the Organiser and any third parties commissioned by it.

§ 11 Cancellation right for consumers

Consumers have a fourteen-day cancellation right.

Cancellation policy

Cancellation right

You are entitled to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days as of the date of concluding the contract.

To exercise your cancellation right, you have to notify us of your decision to cancel this contract by means of an unambiguous statement (e.g. a letter sent by post or e-mail). Please address your cancellation to:

Bergische Universität Wuppertal
Prof. Dr. Jörg Rinklebe
Gaußstraße 20
42119 Wuppertal
GERMANY

or to

icobteichmet23@uni-wuppertal.de

You may use the cancellation form template below; however, it is not mandatory. It is sufficient to post the message about exerting your cancellation rights prior to expiry of the period of notice for the cancellation to comply with said period of notice.

Consequences of cancellation

If you cancel this contract, we shall return all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from you choosing a different delivery method than the cheapest standard delivery offered by us), immediately and within fourteen days as of the day of receipt of your notice of cancellation of this contract at the latest. For such repayment, we will use the same payment method you have used for the original transaction unless something else has been expressly agreed with you; in no case will you be charged with any fees for this repayment.

If you have demanded that the services should start during the term of notice for cancellation, you shall pay to us an appropriate amount corresponding to the share of the services already rendered at the time of you notifying us of your exertion of the cancellation right

regarding this contract in comparison to the total scope of services provided for in the contract.

+++ END OF CANCELLATION POLICY +++

Cancellation form template

Template for the cancellation form pursuant to Annex 2 to section 246a, § 1 (2) no. 1 and § 2 (2) no. 2 *EGBGB* [German Introductory Act to the Civil Code]:

(If you wish to cancel the contract, please complete this form and return it.)

- To:
Bergische Universität Wuppertal
Prof. Dr. Jörg Rinklebe
Gaußstraße 20
42119 Wuppertal
GERMANY
E-mail: icobteichmet23@uni-wuppertal.de
 - I/we (*) hereby cancel the contract concluded by me/us (*) on the purchase of the following goods (*)/the rendering of the following service (*)
 - Ordered on (*)/received on (*)
 - Name of the consumer(s)
 - Address of the consumer(s)
-
- Signature of the consumer(s) (only in messages on paper)
 - Date

(*) Please delete if not applicable

+++ END OF CANCELLATION FORM +++

§ 12 Online arbitration and information on consumer dispute resolution pursuant to art. 36 VSBG [German Consumer Dispute Resolution Act]

The Organiser (Bergische Universität Wuppertal) is not willing or obligated to participate in dispute resolution proceedings before an arbitration board as defined in the *Verbraucherstreitbeilegungsgesetz* [German Consumer Dispute Resolution Act] (VSBG).

§ 13 Information on online arbitration according to art. 14 (1) Regulation on Consumer ODR

Under <http://ec.europa.eu/consumers/odr>, the European Commission offers a platform for online dispute resolution (ODR). Our e-mail address is: icobteichmet23@uni-wuppertal.de

§ 14 Place of jurisdiction, applicable law, other provisions

- (1) German law excluding the CISG and the provisions of private international law shall apply.
- (2) For all disputes between the parties arising from and in connection with this contract, Wuppertal, Germany, is agreed to be the exclusive place of jurisdiction if the parties are merchants, corporate bodies under public law or special funds under public law and/or do not have a general place of jurisdiction in Germany. The right to also file a suit against a party at its general place of jurisdiction shall remain unaffected.

- (3) The assignment of the Attendee's rights and obligations arising from this contract to third parties requires the consent of Bergische Universität Wuppertal to be effective.

§ 15 Written form

To be legally effective, changes and/or amendments to this contract must be made in writing if and insofar as no other form is required in these Terms. This also applies to any deviation from this requirement of the written form itself.

§ 16 Severability clause

If individual provisions of these Terms or the referred annexes are invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the contract shall otherwise remain unaffected. If the invalid or unenforceable provision may be textually isolated from another valid part of such provision, allowing the valid part to be understandable on its own after deleting the invalid part, the valid part shall be preserved unless this would result in content conflicting with the intended purpose due to invalidity of the other part. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision coming closest to the commercial purpose the parties have intended with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract is found to be incomplete.

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