

GENERAL TERMS AND CONDITIONS – ORDER CENTER OF THE SMARTER E EUROPE

As of: February 2023

1. Scope of application

- 1.1 These General Terms and Conditions (hereinafter referred to as GTC) apply to all contracts concluded via our "Order Center" between us, the organisers of "The smarter E Europe", Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG, Freiburg, and Solar Promotion GmbH, Pforzheim, and you, the registered exhibitors and companies pursuant to § 14 BGB.
- 1.2 The subject matter of the contract shall be the deliveries and services offered by us and orderable in the shopping basket (hereinafter referred to as "Products").
- 1.3 In addition, you can access offers from external service providers via links and order further deliveries and services ("additional products"). We are not the contractual partners of such orders, but only the external service providers concerned. Orders for additional products are subject exclusively to the terms and conditions of this service provider. We accept no liability for the offers of external service providers.
- 1.4 All agreements made between you and us in connection with the ordered products result from these GTC, our order confirmation and our declaration of acceptance.
- 1.5 The version of the GTC valid at the time the contract is concluded shall apply.
- 1.6 We do not accept your deviating terms and conditions. This shall also apply if we do not expressly object to their inclusion.

2. Formation of contract

- 2.1 The presentation and advertising of articles in our Order Center shall not constitute a binding offer to conclude a contract.
- 2.2 By submitting an order by clicking on the button "place order" you place a legally binding order.
- 2.3 We will confirm receipt of your order immediately by e-mail. Such an e-mail does not yet constitute a binding acceptance of the order, unless it also declares acceptance in addition to confirmation of receipt.
- 2.4 A contract is only concluded when we accept your order by means of a declaration of acceptance or by delivering the ordered products or rendering the ordered services.

- 2.5 If delivery of the products ordered by you is not possible, for example because the corresponding goods are not in stock, we shall refrain from issuing a declaration of acceptance. In this case a contract will not be concluded. We will inform you immediately.

3. Reservation of product changes

- 3.1 We reserve the right to change the type and scope of the products (product portfolio) that can be ordered via the Order Center at any time and at our own discretion.
- 3.2 We reserve the right to make changes with regard to ordered products, provided that these are exclusively customary quantity or quality tolerances and the change is reasonable for the exhibitor.

4. Prices and terms of payment

- 4.1 All prices quoted in our Order Center are net prices plus statutory VAT and do not include shipping costs.
- 4.2 The invoice amount is due for payment within 7 days of receipt of invoice.
- 4.3 You are only entitled to a right of retention or set-off if the counterclaim has been legally established or is undisputed. The exhibitor shall only be entitled to assert a right of retention based on counterclaims arising from this contractual relationship.

5. Retention of title

The ordered products remain our property until full payment has been received.

6. Non-availability of the products

If we do not receive the ordered products from our suppliers for reasons for which we are not responsible, you are entitled to withdraw from your offer. In the event of such unavailability, we will inform you immediately and refund any payments already made without delay.

7. Publications of the exhibitor

- 7.1 In accordance with the general laws, you are responsible for your publications within the scope of the products you book via the Order Center, in particular the company profile, upload product, etc. (altogether "digital corporate presence "). You shall ensure prior to

publication that you have all the rights required for publication (right of public access) and that the published information complies with the principles of competition law and does not infringe the rights of third parties.

- 7.2 As a matter of principle, we are not obliged to check the exhibitor information before it is made available for retrieval. If the rights of third parties are infringed due to or in connection with exhibitor information and if (a) we are notified by third parties of the infringement or (b) third parties assert corresponding claims against us, we shall inform the exhibitor of this immediately after receipt of the notification letter or the notification of claim from the third party. The exhibitor shall immediately revise the exhibitor information in such a way that it no longer infringes the rights of third parties or otherwise presents the exhibitor information free of legal errors. We are entitled to temporarily suspend publication of the exhibitor information concerned until then.
- 7.3 We expect you to respect the industrial property rights of other exhibitors. If it is proven to us through the submission of a court decision that an exhibitor infringes the industrial property rights of another exhibitor through the published exhibitor information, we shall be entitled, but not obliged, to temporarily or permanently remove the exhibitor information constituting an infringement of industrial property rights. If such measures prove to be unjustified, we shall nevertheless not be entitled to assert any claims for damages unless we are guilty of gross negligence or intent.
- 7.4 In addition, the exhibitor shall defend, indemnify and hold us harmless at our first request from and against any and all damages arising from the infringement of third party rights asserted against us. The obligation to indemnify is excluded if the exhibitor proves that he is not responsible for the infringement of the rights of third parties.

8. Transfer of risk

Unless otherwise agreed between the organizers of The smarter E Europe and the exhibitor, delivery "ex works" is agreed.

9. Warranty

- 9.1 The warranty shall be governed by the statutory provisions. The exhibitor's rights in respect of defects require that he has duly complied with his obligations to inspect and give notice of defects (§ 377 HGB). The limitation period for warranty claims against the organizers of The smarter E Europe is 12 months, calculated from the transfer of risk.
- 9.2 If the product is a used item, the warranty is excluded. This does not apply if there is a guarantee of quality or liability due to fraudulent intent.

10. Liability

- 10.1 In the event of intent or gross negligence as well as in the absence of a guaranteed characteristic, we shall be liable without limitation for all damage attributable thereto.
- 10.2 In the event of slight negligence, we shall have unlimited liability in the event of injury to life, limb or health. If the organizers of The smarter E Europe are in delay with their performance due to slight negligence, if their performance has become impossible or if the organizers of The smarter E Europe have violated an essential obligation, the liability for material damage and financial loss caused by this is limited to the contract-typical foreseeable damage. An essential obligation is one whose fulfilment is essential for the proper execution of the contract, whose violation endangers the achievement of the purpose of the contract and whose observance the exhibitor may regularly rely on.
- 10.3 Liability for all other damages is excluded, whereby liability under the Product Liability Act remains unaffected.

11. Miscellaneous

- 11.1 The exhibitor may transfer the rights and obligations arising from this contract to a third party only with the prior written consent of the organisers of The smarter E Europe. § 354 a HGB remains unaffected.
- 11.2 The contractual relations between the parties shall be governed by German law.
- 11.3 The place of jurisdiction for all disputes arising from or in connection with orders placed via the Order Center shall be the registered office of FWTM (Freiburg i. Br.).