General Terms of Business for Events organized by the Fachverband Biogas e.V.

These General Terms of Business apply exclusively to events organized by Fachverband Biogas e.V. ("FvB"). Contracts for the participation in events are subject to the terms on the registration form as well as the following General Terms.

Modifications of and/or additions to the contract in order to be valid require the written form. Oral arrangements in order to be valid must be confirmed by the FvB in writing.

Article 1 Scope

The object of service is the participation in events the contents, location and date of which are prescribed by the FvB and offered on the homepage of the FvB or on separate event websites or flyers published by the FvB. In-house training events are outside the scope of these General Terms.

Article 2 Exhibition at an event

If the FVB organizes a trade fair or an exhibition together with an event, the scope of service, the participation fee, the registration method and the legal conditions are defined in the terms applying to the event from case to case. These may be issued by the FvB or a party hired by the FvB for that purpose.

Article 3 Registration of participation

(1) The participation in an event of the FvB in Article 1 is registered in writing by returning the registration form, or informally in exceptional cases, to the office of the FvB or online via the homepages of the FvB.

(2) The contract between the FvB and you as participant becomes legally effective when our confirmation of your registration is sent to you. The invoice may be sent before or after the event to which it relates.

(3) The number of participants in an event is limited; registrations are accepted in the order of their receipt by post or electronically online.

Article 4 Content and implementation

(1) The content and implementation of an event depends on the program described on the homepage of the FvB or the separate website of the event or the event flyer.

(2) Minor deviations from the proposed event program are possible; the FvB reserves, in particular, the right to adapt parts of the program to current requirements or to present other lecturers. The above reservation also applies to the site or the agenda of an event. The participant has no right to cancel his/her participation with reference to this.

(3) No participant can insist that an event is organized by a particular lecturer. This applies even if the event has been announced by the name of a certain lecturer.

Article 5 Cancellation of the event

(1) The FvB can cancel any event in which less than the required minimum number of participants has registered, if a lecturer falls ill, the site of the event closes down or an event of force majeure occurs. "Force majeure“ is any event that could not be foreseen at the time of the contract and that could not be averted despite reasonable care.

(2) If no alternative date is available, all participation fees already paid will be refunded without delay provided the participant specifies a bank account for the refund. Any other claim is excluded unless the FvB can be demonstrated to have acted with intent or gross negligence.

(3) If a participant is prevented from attending an event the date of which is changed by the FvB, he/she can withdraw from the contract free in writing.

(4) No other claim, especially claims for refund of the cost of travel and accommodation, loss of work or revenue, is acceptable in this connection.

Article 6 Event documents, confirmation of participation

If participation documents are issued for an event, the FvB uses, as a rule, own documents and compiles them in printed or electronic format for all participants. The content of such participation documents of the FvB is protected by copyright. Any other rights of use are not transferable unless by written consent. In cases of doubt, the rights to lectures are held by the lecturer and/or the institution named. No participation document may be duplicated and disseminated or passed on to third parties; in particular, no such document may be processed, duplicated, distributed, translated or used for reproduction by electronic systems in public, not even in part.

The FvB issues confirmations of participation in certain events. The issue of a confirmation of participation cannot be claimed. The cost of the participation documents and the confirmation of participation is usually paid with the participation fee. Exceptions from this rule are announced separately for the respective event.

Article 7 Picture and sound recordings

By registration for an event of the FvB, the participant agrees that photographs, film or sound recordings will be made during the event. These may be used and published for the purpose of public reporting or the promotion of the FvB's services, as well as on its websites, including social media. If a participant expressly declares not to be in the pictures, film or sound recordings, he has to declare this prior to the start of the event in writing, otherwise he agrees.

Article 8 Payment terms

(1) The invoice for the event you have booked will be sent to you before or after the event. The participation fee is due and payable without deduction within 14 calendar days of the invoice date; last-minute registrations are payable immediately after receipt of the invoice. Please do not pay the fee unless you have received the invoice. If payment is delayed, dunning expenses and default interest at the statutory rate are payable. If payment is not made in time, the FvB can exclude the defaulting participant from the event.

(2) An event that takes place on more than one day cannot be split among several participants; attendance of only a part of an event does not entitle the participant to a reduced price unless indicated otherwise.

Article 9 Revocation instructions for consumers

You as consumer have a revocation right.

Revocation right:

You can cancel this contract within 14 days without assigning a reason. The period for revocation is 14 days from the conclusion of the contract. To exercise your revocation right, you should address to us, Fachverband Biogas e.V., Angerbrunnenstr. 12, 85356 Freising, Germany, Tel.: +49 (0)8161/9846-60, Fax: +48 (0)8161/9846-70, email: info@biogas.org an unequivocal statement (e.g., a letter sent by post, facsimile or email) stating your intention to cancel the contract. You can use the appended contract cancellation template; but any other form is also acceptable. Your cancellation is effective provided you post it before the end of the cancellation period.

Consequences of cancellation:

If you cancel this contract, we are required to refund to you all payments we have received from you, including the delivery expenses (except any additional cost incurred because you opted for a delivery other than the most cost effective standard delivery chosen by us) immediately and not later than within 14 days after the day on which we receive your cancellation of the contract. We refund payments in the same currency in which the original transaction was made unless something else is agreed expressly; in no case will any fees be charged for a refund. If you have demanded that the provision of services should start during the period for cancellation, you are required to pay us a reasonable amount that is appropriate to the proportion of the services already provided by the time at which you inform us about your cancellation of the contract and the total service provided for in the contract.

Article 10 Cancellation by the participant

(1) If the participant cancels the contract outside the period for cancellation (cf. Article 8) until and including 14 days before the start of the event, an administrative fee of 10 % of the respective participation fee is charged, which is payable upon receipt of the cancellation confirmation from the FvB; if the participation is cancelled later than 14 days before the start of the event, the full participation fee is payable. The respective statement by the participant requires the written form. The seat at the event can be transferred to another participant without administrative fee unless admission is restricted.

(2) The full amount of the participation fee is also due and payable when the participant fails to attend the event and has not cancelled his/her participation.

Article 11 Liability

(1) The FvB is generally liable for any culpable injury to life, body or health and for intentional or grossly negligent breach of duty by the FvB's legal representative, employees and vicarious agents.

(2) In cases of lesser or simple negligence and damage to property or financial damage as a consequence of it, the FvB is only liable in cases of breach of a duty that enables the proper fulfillment of the contract in the first place and in which the other contract party can and does rely normally. Liability for damages other than set out above is excluded irrespective of the legal nature of the claim pursued. As far as the reasons and amounts are concerned, these limitations of liability also apply to the legal representatives and the employees of the FvB.

(3) Subject to the provision in clause (1) above, the FvB is not liable for any accident caused by you on the event premises or for loss or theft of any object introduced to the event premises (this applies primarily to clothes and valuables).

Article 12 Data privacy

Data is processed by the FvB in the course of normal business. The FvB stores and processes your personal data in automated systems as permitted by Article 28 Bundesdatenschutzgesetz (German data privacy law) in connection with the start, processing or termination of your participation in events. A data protection officer has been appointed.

Article 13 Place of performance/legal venue

(1) The place of performance is the registered office of the FvB.

(2) The exclusive legal venue is the registered office of the FvB if the participant is a merchant, a legal entity under public law or a legal entity under public separate fund assets or has no legal venue within the Federal Republic of Germany.

Article 14 Concluding provisions

(1) If a provision or a part of a provision in these General Terms should be or become ineffective or invalid or if the contract contains a loophole, the other provisions shall not be affected. The ineffective or missing provision will be replaced and filled, resp. by a provision which will realize the original economic purpose of the ineffective or missing provision as far as possible.

(2) All legal relations out of this contract are subject to the laws of the Federal Republic of Germany to the exclusion of the international conflicts of law rules.

Annex: Contract cancellation template (cf. Article 8)

Contract cancellation template

(If you want to cancel your contract, please complete and return this form.)

To

Fachverband Biogas e.V.

Angerbrunnenstr. 12

85356 Freising

Germany

e-mail: info@biogas.org

Hereby I/we (*) cancel the contract concluded with me/us (*) for the purchase of the following goods (*) / provision of the following services (*)

Ordered on (*)

Date

Received on (*)

Date

Consumer's name

Consumer's address

Consumer's signature (only for cancellation in paper format)

Date

(*) delete whichever does not apply.