

## Terms and Conditions

of CER3 Commerce Events GmbH  
Ludwigstraße 18  
97070 Würzburg  
for events, conferences and trade fairs

Date: May 2026

### 1 Definitions

For the purposes of these General Terms and Conditions, the following definitions apply:

|                     |                                                                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Exhibitor"         | are companies that operate a stand or presentation area at an event in order to present products, services or their company to a defined audience;                                                 |
| "Third parties"     | are persons or companies who are not parties to this contract;                                                                                                                                     |
| "Customer"          | are sponsors, exhibitors or ticket purchasers;                                                                                                                                                     |
| "Sponsors"          | are companies that support an event financially, materially or through the provision of services in order to receive certain benefits in return that serve to promote and publicise their company; |
| "Ticket Purchasers" | are companies that purchase tickets for themselves or their employees for CER3 events;                                                                                                             |
| "Event"             | are trade fairs, conferences, meetings and other events organised and run by CER3;                                                                                                                 |
| "Event site"        | includes all premises, spaces and outdoor areas used for the event;                                                                                                                                |
| "Venue"             | is the place where the event takes place.                                                                                                                                                          |

### 2 Scope and Application

- 2.1 The following General Terms and Conditions (GTC) of CER3 Commerce Events GmbH (hereinafter "CER3") apply exclusively to all business relationships between CER3 and businesses within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter "Customer"), unless otherwise validly agreed. CER3 provides its services exclusively on the basis of these GTC.
- 2.2 These GTC apply to:
  - (a) Sponsorship and exhibitor contracts;
  - (b) Ticket sales to businesses.
- 2.3 These GTC apply exclusively. Any deviating general terms and conditions of the Customer shall not be recognised unless CER3 has previously agreed to their validity in writing. These GTC shall also apply if CER3 performs the service without reservation in the knowledge of deviating general terms and conditions of the Customer or if the Customer has expressly referred to its own terms and conditions.
- 2.4 These GTC apply in the version valid at the time of conclusion of the contract and also to all future business relationships, even if no further express reference is made to them.

- 2.5 CER3 reserves the right to amend these GTC with reasonable notice. The Customer shall be informed of any amendments in writing or by email. If the Customer does not agree to the amendments, they may terminate the contract upon the amendments coming into effect.
- 2.6 Any agreements made individually between CER3 and the Customer for the purpose of performing the contract that deviate from these GTC must be set out in writing.

### **3 Conclusion of Contract and Quotation**

- 3.1 Offers made by CER3 are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.
- 3.2 A contract is only concluded upon express written confirmation of the order by CER3. Verbal commitments and ancillary agreements require written confirmation by CER3 to be valid.

### **4 Prices and Terms of Payment**

- 4.1 CER3's prices are quoted in euros and are subject to statutory VAT, unless otherwise stated.
- 4.2 In the case of sponsorship and Exhibitor contracts, unless otherwise agreed, payment is due within 14 days of the invoice date without deduction.
- 4.3 For ticket sales, the purchase price is due upon ordering and payable immediately.
- 4.4 CER3 reserves the right to charge interest on late payments in the event of the Customer's default. CER3 reserves the right to claim further damages resulting from such default.
- 4.5 The Customer may only set off undisputed or legally established claims. The Customer may only exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

### **5 Special provisions for Customers who are Sponsors or Exhibitors**

- 5.1 Scope of Services
  - 5.1.1 The scope of services is set out in the relevant order confirmation and the service packages described therein. This includes, in particular, the provision of exhibition space, visibility and joint marketing campaigns.
  - 5.1.2 CER3 reserves the right, in the event of changes to the event concept that become necessary for technical or organisational reasons, to provide equivalent services, provided this is reasonable for the Customer. If no equivalent substitute service can be offered, the Customer is entitled to demand a reasonable reduction in remuneration with regard to the affected service components.
- 5.2 Withdrawal and cancellation by the Customer
  - 5.2.1 The Customer is entitled to withdraw from the contract by sending a notice of withdrawal to CER3 by email. The withdrawal takes effect upon receipt of the notice of withdrawal by CER3.
  - 5.2.2 In the event of withdrawal by the Customer, CER3 is entitled to claim a flat-rate compensation for expenses. This is calculated based on the period between the receipt of the notice of withdrawal by CER3 and the scheduled event date as follows:

- (a) Withdrawal more than 6 months before the event date: 50% of the agreed fee;
  - (b) Withdrawal between 6 and 3 months before the event date: 75% of the agreed fee;
  - (c) Withdrawal less than 3 months before the event date: 100% of the agreed fee.
- 5.3 The Customer remains entitled to prove that CER3 has incurred no damage or damage less than the respective flat-rate fee; in this case, only the lower amount of damage actually incurred shall be reimbursed. CER3 reserves the right to prove and claim higher actual damages.
- 5.3.1 If an Exhibitor fails to attend the event without prior withdrawal, clause 5.2.2(c) shall apply accordingly.
- 5.4 Postponement and cancellation of the event
  - 5.4.1 If the event is postponed by no more than 6 weeks from the original date or moved to a different venue within the same city, the contracts shall remain valid unchanged. The Customer shall have no right of withdrawal in such cases.
  - 5.4.2 If the event is postponed by more than 6 weeks or moved to a venue in another city, the Customer is entitled to withdraw from the contract in writing within 2 weeks of receiving notification of the relocation. In the event of such a withdrawal, any payments already made shall be refunded in full. The assertion of further claims is governed by Clause 8 of these GTC.
  - 5.4.3 CER3 reserves the right to cancel the event for good cause. Good cause shall be deemed to exist in particular in the event of:
    - (a) Force majeure (e.g. natural disasters, fire, discovery of a bomb);
    - (b) Official orders or prohibitions;
    - (c) Absence of key speakers or Exhibitors;
    - (d) Insufficient number of participants in relation to disproportionate costs.
  - 5.4.4 If CER3 cancels the event for a reason for which CER3 is not responsible (in particular force majeure, official orders), any payments already made by the Customer will be refunded. CER3 is entitled to deduct from the amount to be refunded those expenses which CER3 can prove to have been incurred exclusively for the specific event up to the time of cancellation and which could neither be reversed nor otherwise saved (non-recoverable expenses). The deduction is limited to the amount actually paid by the Customer; no further payment obligation on the part of the Customer shall arise. Upon request, CER3 shall provide the Customer with a clear breakdown of the non-saved expenses deducted.
  - 5.4.5 If CER3 cancels the event for a reason for which CER3 is responsible, any payments already made shall be refunded in full. Any further claims for damages by the Customer shall be governed by Clause 8 of these GTC.
- 5.5 Liability of the Exhibitor
  - 5.5.1 The Exhibitor shall be fully liable for all damage caused by the Exhibitor, its staff, its agents or otherwise arising from the construction of its stand. This includes, in particular, damage to event venues, facilities and other stands, as well as personal injury and property damage to third parties.

- 5.5.2 The Exhibitor undertakes, upon request by CER3, to provide evidence of adequate public liability insurance with a sum insured of at least EUR 500,000 and to maintain this cover throughout the entire event.
- 5.5.3 The Exhibitor shall indemnify CER3 against all claims by third parties brought against CER3 as a result of acts or omissions on the part of the Customer, its staff or its agents.
- 5.6 Set-up, dismantling and stand operation
  - 5.6.1 Set-up and dismantling times shall be set by CER3 and notified to the Exhibitor in good time. The Exhibitor is obliged to adhere to these times.
  - 5.6.2 The Exhibitor must ensure that their stand complies with all legal and safety requirements. CER3 reserves the right to raise objections regarding any defects and to demand their rectification.
  - 5.6.3 The Exhibitor may not sublet or transfer their stand to third parties unless CER3 has expressly agreed to this by email.
  - 5.6.4 CER3 is entitled to prohibit the operation of the stand and to expel the Customer from the event site or the venue in the event of breaches of these provisions or if the smooth running of the event is jeopardised.

## **6 Special provisions for ticket sales**

- 6.1 Ticket purchase and validity
  - 6.1.1 Tickets entitle the holder to admission to the respective event on the specified date at the venue. Tickets are personal and non-transferable unless CER3 has expressly agreed to the transfer to a third party by email.
  - 6.1.2 Tickets are purchased online via the CER3 website or through authorised sales outlets. The contract for the purchase of the ticket is concluded upon completion of the ordering process.
  - 6.1.3 Tickets are only valid in conjunction with a valid, official photo ID. CER3 is entitled to verify the identity of the ticket holder.
  - 6.1.4 In the event of a ticket being lost, there is no entitlement to a replacement or a refund of the ticket price.
- 6.2 Cancellation, exchange and refund
  - 6.2.1 Tickets are non-exchangeable and non-refundable, unless otherwise provided for by law.
  - 6.2.2 Where service or processing fees have not been charged by CER3 itself but have been retained by independent third-party providers (e.g. external ticketing platforms), CER3 is not obliged to refund these amounts.
  - 6.2.3 If CER3 cancels the event for a reason for which CER3 is not responsible (in particular force majeure, official orders), ticket prices already paid will be refunded. However, CER3 is entitled to deduct from the amount to be refunded per ticket the proportionate amount of those expenses which CER3 can prove to have incurred exclusively for the specific event up to the time of cancellation and which could neither be reversed nor otherwise saved (non-saved expenses). These non-saved expenses shall be apportioned equally across all tickets sold. The deduction per ticket is limited to the actual ticket price paid; this does not give rise to any further payment obligation on the part of the Customer.

- 6.2.4 If the event is postponed by no more than 6 weeks from the originally announced date or moved to a different venue within the same city, tickets remain valid for the new date. The Customer has no right of withdrawal in such cases.
- 6.2.5 If the event is postponed by more than 6 weeks or moved to a venue in another city, the Customer is entitled to withdraw from the contract in writing within 2 weeks of receiving notification of the change of venue. In the event of such a withdrawal, the ticket price paid will be refunded in full. Clause 6.2.2 applies accordingly.
- 6.3 Programme changes
  - 6.3.1 CER3 reserves the right to make changes to the programme, the line-up or the schedule. Such changes do not entitle the Customer to a price reduction or to withdraw from the contract, provided the changes are reasonable for the Customer.
  - 6.3.2 CER3 reserves the right to replace or cancel speakers or parts of the programme for good cause (e.g. illness, force majeure).
  - 6.3.3 Compensation for cancellation is limited to the ticket price. Any further claims, in particular for travel and accommodation costs, are excluded.

## **7 Terms and Conditions**

- 7.1 House Rules and Admission
  - 7.1.1 CER3 exercises the right of admission on the event site or at the venue. CER3 reserves the right to remove persons from the event site or venue without refund of the ticket price in the event of disruption to the event, breach of safety regulations or other justified reasons.
  - 7.1.2 Entry to the event site or venue is at the customer's own risk. CER3 accepts no liability for any loss or damage incurred by the Customer on the event site or at the venue, unless caused by wilful misconduct or gross negligence.
  - 7.1.3 Children and young people under the age of 16 may only attend the event if accompanied by an adult.
  - 7.1.4 CER3 reserves the right to prohibit dangerous items, weapons, drugs and alcoholic beverages on the event site or at the venue, and to confiscate them if misuse is suspected.
- 7.2 Photographic and audio recordings
  - 7.2.1 CER3 reserves the right to document the event through photography and filming for documentation, marketing and press purposes, in particular for publication on the internet, social media and other media. In doing so, CER3 complies with the applicable data protection and privacy regulations, in particular the General Data Protection Regulation (GDPR) and the German Art Copyright Act (Kunsturhebergesetz - KUG).
  - 7.2.2 Recordings in which individual persons are individually recognisable will only be used by CER3 on the basis of consent given separately, voluntarily and in full knowledge of the facts by the data subject for the purposes and forms of use specified therein. The Customer may give their consent either when purchasing tickets or, at the latest, upon entering the event; this will be specifically noted upon entry to the venue.
  - 7.2.3 The Customer is obliged to inform all persons sent by them to the event in good time before the start of the event that photographs and video recordings will be made and that the granting of consent to the use of individually recognisable recordings is voluntary.

7.2.4 CER3 is entitled to produce and distribute general event recordings – in particular overviews, room views and atmospheric shots in which individual persons are not individually recognisable in the foreground – for documentation, marketing and press purposes, in particular via the internet, social media and other media.

### 7.3 Data sharing and data protection

7.3.1 CER3 is entitled to pass on the contact details of ticket purchasers (in particular name, company, email address) to Exhibitors and Sponsors for the purpose of sending promotional communications by email, provided that the ticket purchaser has expressly consented to this when purchasing the ticket (opt-in).

7.3.2 CER3 shall pass on image and audio recordings of the event within the meaning of clause 7.2 to affiliated companies (e3n GmbH & Co. KG of Mainz, CustomGento GmbH of Frankfurt am Main and run\_as\_root GmbH of Würzburg) so that these may also be used there for documentation, marketing and press purposes, in particular for publication via the internet and social media.

7.3.3 The Customer may revoke their consent to the transfer of data and to the transfer of image and audio recordings to affiliated companies at any time. The revocation must be addressed to CER3.

7.3.4 The processing of personal data is carried out in compliance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG).

7.3.5 For further information on data protection, please refer to CER3's privacy policy, which is available on the website at the URL (<https://de.meet-magento.com/privacy-policy>).

## 8 Liability of the organiser

8.1 CER3 shall be liable without limitation for damages resulting from injury to life, limb or health arising from an intentional or negligent breach of duty by the organiser, its legal representatives or vicarious agents, as well as for other damages arising from an intentional or grossly negligent breach of duty by the organiser, its legal representatives or senior executives.

8.2 CER3 shall also be liable for damages resulting from a breach of material contractual obligations in cases of simple negligence. Material contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely. In such cases, however, liability shall be limited to the amount of damage typical for the contract and foreseeable at the time of conclusion of the contract.

8.3 In all other respects, CER3's liability – regardless of the legal basis – is excluded.

8.4 The above liability provisions also apply in favour of CER3's legal representatives, senior executives and other vicarious agents.

## 9 Place of performance, jurisdiction and final provisions

9.1 The place of performance for all services arising from the contractual relationship is the registered office of CER3.

9.2 The place of jurisdiction for all disputes arising from the contractual relationship is Würzburg, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.

- 9.3 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. In cases of doubt, the German legal meaning shall prevail.
- 9.4 Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provision.
- 9.5 Amendments or additions to these GTC must be made in writing, unless otherwise required by law. This also applies to any amendment to the written form requirement itself.