

The following general terms and conditions are valid between your company as exhibitor or sponsor and the the DOAG Dienstleistungen GmbH or the DOAG Konferenz + Ausstellung GmbH, referred to as DOAG in the following.

Besides these general terms and conditions, the specification of services for the event is also applicable. You will find the specification of services in the guide for exhibitors and sponsors for the appropriate event, on the event website, or as supplementary sheet for the request for tender of the event.

**Contract partner in accordance with the declaration in the specification of services is the**

**DOAG Dienstleistungen GmbH**, legally represented by CEO Fried Saacke, Tempelhofer Weg 64, 12347 Berlin, registering District Court Charlottenburg HRB 95694 B, Vat-ID: DE 240 700 058 or the

**DOAG Konferenz + Ausstellung GmbH**, legally represented by CEO Fried Saacke, Tempelhofer Weg 64, 12347 Berlin, registering District Court Charlottenburg HRB 95694 B, Vat-ID: DE 240 700 058.

**If you have any queries, please contact our organizers responsible for the event:**

**DOAG Dienstleistungen GmbH or  
DOAG Konferenz + Ausstellung GmbH**

Tempelhofer Weg 64  
12347 Berlin

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**These general terms and conditions are only applicable for businesses in the sense of § 14 German Civil Code. Businesses in the sense of § 14 German Civil Code are also persons who act in their trade or entrepreneur field of action. The offer of the DOAG is not directed towards consumers in the sense of § 13 German Civil Code. Please contact us if you are a consumer in this context.**

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## CONTRACT PARTNER AND CONTRACT COMPLETION

### 1 Event Organizer and Contract Partner

#### 1.1 DOAG Conference + Exhibition

The DOAG Conference + Exhibition is organized by the DOAG Konferenz + Ausstellung GmbH, which is the contract partner, on behalf of the Deutsche Oracle Anwendergruppe e.V. When parts of the services are rendered by third parties who require a separate contract, these separate general terms and conditions are also applicable for these services.

#### 1.2 DOAG Special Events and Theme Events

The events of the DOAG Dienstleistungen GmbH, which is the contract partner, are organized on behalf of the DOAG Deutsche ORACLE Anwendergruppe e.V.

#### 1.3 DOAG Regional Meetings

Organizer of the DOAG Regional Meetings is the DOAG Deutsche ORACLE Anwendergruppe e.V., which has assigned the DOAG Dienstleistungen GmbH, the contract partner, to host the event.

#### 1.4 Exhibitors, Sub-Exhibitors, and Sponsors

Your company will be referred to as exhibitor or sponsor, depending on the specification of service. As exhibitor, you have the option to include sub-exhibitors, provided this is agreed upon in the specification of service and on the appropriate conditions. You are the contract partner for these sub-exhibitors. However, you have to impose the obligations of this contract on your sub-exhibitors as well so that the DOAG has a right to direct action.

#### 1.5 Online or Presence Event

When the event is advertised, it is determined whether the event will take place online or in presence. In the following, we will only speak of an event, unless the mode of the event requires a regulation with reference to online or presence.

## 2 Contract Completion

2.1 The specification of service for exhibitors and sponsors is a non-binding invitation to tender of your company. Only the declared services or service packages are bookable. Individual services are not bookable. Your offer can only be carried out in the manner declared in the specification of service.

2.2 A contract only comes about when the DOAG explicitly accepts your offer. Even when, on your order, the DOAG transmits a changed offer and you then order this offer, the contract only comes about by the explicit acceptance of the DOAG.

2.3 The DOAG accepts the offer of your company within one month after receipt or declines it. For this period, you are bound to your offer to complete a contract.

2.4 All subsidiary agreements with the sales department of the DOAG require text or written form in order to be effective.

## SUBJECT OF THE CONTRACT AND REGULATIONS

### 3 Subject of the Contract: Exhibitors in presence

3.1 Subject of the contract as exhibitor at a event in presence is the rent of a stand space with basic equipment, the rent of an optional stand equipment, and an entry in the list of exhibitors of the DOAG for an event.

3.2 Contract partner for potentially included stand equipment and further services regarding the exhibition stand construction is the exhibition construction company in the specification of service.

3.3 Details on the services and applicable prices are declared in the specification of service. Special services may be ordered for an additional fee provided this is intended in the specification of service or in the offers of the appointed service providers.

3.4 Rental periods for the designated area and equipment derive from the confirmation of the specification of service. The rental

period for the stand equipment begins with the transfer of the installed stand at the earliest.

3.5 Sub-rental to sub-exhibitors is only permitted with prior agreement of the DOAG for the payment of an additional fee. The agreement is granted by the DOAG with the notification of acceptance (compare 2.2).

3.6 If the service of the DOAG or a service provider is dependent on an act of cooperation of your company as exhibitor and this act is not performed, the DOAG and the service provider are, after effectless re-setting of a deadline, freed from the service, provided there is no fixed end date.

3.7 Furthermore, the site rules and rules of usage of the corresponding event location apply for exhibitors and sub-exhibitors.

3.8 The DOAG may demand a contractual penalty from the exhibitor and sub-exhibitor in the amount of 50% of the agreed price if, despite uncanceled contract, one of the following events occurs:

- The stand space is cleared partly or in full before the end of the event in accordance with the specification of service.
- The stand is not recognizably operated during exhibition times.
- The stand space is not cleared in full after the determined clearing time in accordance with the specification of service.

In the last case, the exhibitor also has to pay the costs for the clearance.

#### **4 Subject of the Contract: Exhibitor online**

4.1 The subject of the contract as an exhibitor at an online event is a virtual trade fair stand or other services specified in the service description.

4.2 The contracting partner for any virtual stand equipment that may be included and other services for virtual exhibition construction is the company named in the service description.

4.3 The details of the services and their respective prices result from the service description. Special services can be commissioned for a separate fee if this is provided for in the service description or the offers of the service providers used.

4.4 The online times for the area and equipment specified in the confirmation of acceptance result from the description of services. For the virtual stand equipment, the rental period begins with the handover of the stand at the earliest.

4.5 Subletting to sub-exhibitors is only permitted with the prior consent of DOAG against payment of an additional fee. The DOAG gives its approval with the declaration of acceptance (cf. 2.2).

4.6 If the performance of DOAG or a service provider depends on an act of cooperation on the part of your company as an exhibitor and this act is not forthcoming, DOAG shall be released from the performance after a fruitless extension of the deadline, unless a fixed date has been agreed.

4.7 Exhibitors shall provide the necessary technical infrastructure and a reliable, sufficiently powerful Internet connection as well as the necessary software equipment for the purpose of participating in the online event and using the agreed services. The technical specifications shall be stated in the invitation to tender for the event.

#### **5 Subject of the Contract: Sponsoring**

5.1 Subject of the contract as sponsor is the reference as sponsor in return of a payment or payment in kind. Event may also be a series of events or another chance for sponsoring.

5.2 Details on the services and applicable counter-performances are declared in the specification of service. Special services may be ordered for an additional fee provided this is intended in the specification of service or in the offers of the appointed service providers.

5.3 If the service of the DOAG or a service provider is dependent on an act of cooperation of your company as sponsor and this act is not performed, the DOAG and the service provider are, after

effectless re-setting of a deadline, freed from the service, provided there is no fixed end date.

#### **6 Business Acts**

6.1 Exhibitors, sub-exhibitor, and sponsors are only permitted to perform business acts in the sense of the UWG (law against unfair competition) for their own products.

6.2 Exhibitors, sub-exhibitors, and sponsors are not permitted to violate commercial property rights of the DOAG and its affiliates, particularly the brand DOAG, and other third parties as well as competition law, by their business acts during the event.

6.3 Exhibitors, sub-exhibitors, and sponsors must release the DOAG when it is accused of unfair business acts in the sense of the UWG and competition law due to acts of your company during an event or sponsoring.

6.4 Your company takes the sole responsibility for the contents made available and release the DOAG from third-party claims. The DOAG reserves the right to refuse contents provided by your company due to content, origin, or technical form after unified, objectively justified principles of the DOAG when the content, to its professional judgment, violates third-party rights, laws, authority regulations, or morality, or the publication would be unacceptable for the DOAG, without being obliged to check the contents.

6.5 When your company provides texts for editorial use, the DOAG reserves the right to change these texts, considering your interests, if this seems necessary for the appropriate publication

### **CHANGES AFTER CONTRACT COMPLETION**

#### **7 Changes to the Subject of the Contract**

7.1 Changes to the subject of the contract after contract completion and after expiration of the applicable deadlines to carry out the individual services are principally excluded, as long as this is not provided in the specification of service.

7.2 When there are mandatory effective, technical, or legal reasons that make it necessary to change initially granted services of the exhibitor or sponsor, the DOAG reserves the right to change the content of the service after contract completion when the change, while maintaining the same service, does not imply considerable disadvantages. In this case, there are neither compensation claims nor a right to withdrawal to the benefit of the exhibitor or sponsor.

#### **8 Cancellation, Termination and Withdrawal**

8.1 Cancellation of the order is excluded. However, your company may inform the DOAG to abandon the future service partly or in full whereby a reduction of the fee does not occur.

8.2 Termination of the order is excluded.

8.3 An exceptional termination for important reason is permitted when a remedial action of the important reason after effectless expiration of a legally suitable deadline does not occur by the other applicable contract partner.

8.4 When the DOAG terminates the contract due to important reason caused by your company as exhibitor or sponsor, then your company is liable for a general compensation of 50 % of the agreed price. When a contract completion with another exhibitor or sponsor with the conditions of terminated contract is successful, the compensation claims are reduced to 25 % of the agreed price. The exhibitor remains free to prove minor damage in any case.

8.5 The DOAG has the right to withdraw from the contract when

- a payment does not take place by the deadline,
- or a payment does not take place after effortless grace period,
- or the stand space is not recognizably occupied at exhibition time.

8.4 is applicable regarding the general compensation claim due to the DOAG.

8.6 When the event must be canceled for reasons for which the DOAG is not responsible, the DOAG has an exceptional right to withdrawal. The back fee for unperformed service parts principally takes place in accordance with the general scheme in this case. For exhibitions, in the case of a non-responsible cancellation prior to the event period, the fee in case of cancellation is only in the amount of 40 %. During the event period, the fee in case of cancellation is due in the amount of 80 %. For sponsoring, in the case of a non-responsible cancellation prior to the event period, the fee in case of cancellation is only in the amount of 50 %. During the event period, the fee in case of cancellation is due in the amount of 90 %. Your company remains free to prove minor damage.

## **9 Cancellation of additional Tickets**

Tickets for the appropriate event can be canceled when they exceed the tickets booked as the applicable contingent of the specification of service.

- In case of cancellations up to 15 days prior to event start, a cancellation fee of 50 % of the participation fee is due.
- In case of cancellations starting from the 14. day prior to event start, a cancellation fee in the amount of the participation fee is due.

Your company is permitted to prove minor damage.

## **PRICES AND CONDITIONS OF PAYMENT**

### **10 Prices**

10.1 The prices declared in the specification of service are fixed prices. Discounts and bulk prices are excluded. Multiple usage may lead to a change in prices in accordance with the conditions in the specification of service.

10.2 All prices are subject to the applicable sales tax.

### **11 Conditions of Payment**

11.1 The DOAG may invoice the agreed price partly or in full prior to service provision.

11.2 The fee is due after receipt of the invoice and payment must be made within 14 calendar days after receipt of the invoice. The deadline is 3 calendar days when there are less than 14 calendar days between receipt of the invoice and the beginning of the event.

11.3 In the event of default, default interest in the amount of 8 % p.a. above the base interest rate is due. The DOAG may set back further performance of the current order until payment in case of default.

## **WARRANTY AND LIABILITY**

### **12 Warranty of the DOAG**

12.1 Stand space and stand equipment or access to the virtual booth are transferred to the exhibitor at transfer time. When the exhibitor notices defect that significantly reduce usability at or after transfer, he has to report these defects within an hour to the responsible person named by the DOAG. Otherwise, claims of the exhibitor exceeding the removal of the defect are excluded.

12.2 Compensating measures will be immediately communicated to the sponsor. Defects in the execution must be immediately reported by the sponsor. Initially, the DOAG must be granted a reasonable deadline for rework. When this deadline passes without effect, the sponsor is authorized for price reduction or withdrawal.

12.3 For a non-performed entry without the fault of the DOAG, incorrect details, and typographical errors in the list of exhibitors, the DOAG, its legal representatives and subcontractors are not liable.

12.4 DOAG shall likewise not be liable if, in the case of an online event, the virtual appearance or sponsorship cannot take place or can only take place in part or to a limited extent for technical reasons which are not within the sphere of DOAG. In this case, claims for damages, repetition or rectification are excluded.

### **13 Liability of the DOAG**

The DOAG is liable to your company for damage from injury of life, body or health, based on an intentional or negligent violation of duty of the DOAG, a legal representative or subcontractor. Similarly, the DOAG is liable for other damage based on an intentional or grossly negligent violation of duty of the DOAG, a legal representative or subcontractor. In other cases, provided this is legally permitted, a liability of the DOAG is excluded or, as long as this is permitted, limited to the typically predictable damage at contract completion. The objection to contributory negligence remains

### **14 Liability of the Exhibitor or Sponsor**

14.1 Your company is liable for damage originating from your own company, your subcontractors, or ordered service providers, or operation of equipment utilized. This also includes the duty to implement safety precautions for a transferred stand space and the appropriate paths to the stand.

14.2 Your company releases the DOAG from potential third-party claims regarding injury acts or omission of the exhibitor or sponsor and his subcontractors.

14.3 Your company has a suitable insurance coverage that must be verified to the DOAG on request.

14.4 Apart from that, the legal regulations regarding liability against third parties and among each other apply.

## **MISCELLANEOUS**

### **15 Photo, Film, Television, and Audio Recordings**

15.1 For the preservation of intellectual property, the production of photo, film, television, and audio recordings (recordings) is generally prohibited at events of the DOAG.

15.2 However, exhibitors and sponsors have the option to send a request per e-mail to the DOAG and obtain permission under the following conditions: Permissions are principally not granted for presentations. The request must include kind and scope of your planned recordings, number of persons in the camera crew, purpose of use, and kind and scope of publication.

15.3 The granted permission must be carried along and presented on demand. The permission does not include potential rights of third parties; required authorizations must be obtained by the exhibition partner. If the exhibition partner plans to use the recordings not only internally but also outside of his company, he must notify the DOAG in a suitable form and must send the produced recording to the DOAG in advance to obtain a specified publication permission.

15.4 Photo and film recordings for strictly private purposes without intention of publication do not require permission, as long as these recordings only show short clips of the event. Accredited media are also exempt.

### **16 Place of Fulfillment Place of Jurisdiction**

16.1 Except for payment obligations with Berlin as place of fulfillment, Nuremberg is agreed upon as place of fulfillment for all obligations.

16.2 Berlin is declared as place of jurisdiction, where permissible.

16.3 If a provision of this contract is unfeasible or ineffective, the other provisions of the contract shall not be affected.

### **17 Measures to protect against Infectious Diseases**

It is pointed out that, if applicable, legal provisions and official orders for infectious disease protection require an adjustment of the actual and legal framework conditions of an event. No rights can be derived from or because of such adjustments unless the organizer has a corresponding right against third parties. Insofar as financial claims are involved, these are limited in amount to what the organizer has actually received.