

## I. General terms and conditions for booking conferences, seminars and courses

### § 1 Scope of application

The following general terms and conditions govern the contractual relationship between the participant in seminars, courses and conferences (hereinafter “event”) and BIO Deutschland e.V. (hereinafter “BIO D”). Divergent general terms and conditions of the participant do not apply.

### § 2 Registration and confirmation of registration

The participant can register online, by letter, fax or email. The registration details must uniquely identify the sender (legally binding signature, unique email address or URL). Registrations are not legally binding until confirmed by BIO D via email. Provisional confirmations are solely for informational purposes and are not legally binding.

If a course is offered as a hybrid course, the participant can choose between the offered participation options. If he/she chooses online participation, the additional regulations in section II must be observed.

### § 3 Service

The participation fee given is per person and event, plus statutory VAT. Where applicable, it includes seminar documents, lunch, beverages during breaks and, in some cases, dinner. BIO D reserves the right to use substitute speakers for those announced and to make necessary changes to the event programme while maintaining the overall character of the event. If the event cannot take place due to force majeure or with good cause (for instance, because speakers are unable to attend, or because of disruptions at the event location or too few participants), participants will be informed immediately. Events will not be cancelled due to too few participants any later than two weeks before the event. The event fee will be refunded in such cases. The justified change of the event format from a face-to-face event to a digital event is not a cancellation of the event. A change is justified if it is not possible for BIO D to hold the event in the planned format. Participants have no claim to compensation for travel and accommodation costs or lost working days, unless such costs result from gross negligence or intent on the part of BIO D. Should any service disruptions arise, BIO D agrees to undertake all reasonable measures to correct or limit their impact. Claims for reimbursement by a participant due to merely temporary disruptions of an event (especially in the case of digital events) are excluded.

### § 4 Due date, payment, arrears, offsetting

The participation fee is due 14 days after receipt of invoice. If the participant’s payment is late, BIO D is entitled to charge interest on arrears of 5% p.a. above the base interest rate in accordance with Section 247(1) of the German Civil Code (BGB). If BIO D can prove greater damage resulting from the late payment, it can claim compensation for such damage. In the same way, the participant is entitled to submit proof that there was no damage incurred or that the damage was significantly less than that claimed by BIO D. Payment is to be made by bank transfer after receipt of invoice. Participants may not pay by MasterCard or Visa card or by sending cash or checks. BIO D does not accept any liability for errors in bank transfers. The participant can only offset against claims that have been determined to be legally binding or that were recognised in writing by BIO D. The participant is only permitted to exercise a right of retention if his or her counterclaim is based on the same contractual relationship. If the participant has not paid by the time an event takes place, BIO D is entitled to refuse him or her entry to the event.

### § 5 Cancellation

Participants can cancel (in writing only) up until the cancellation deadline given in the event registration details. If no cancellation deadline is given in the registration details, participants can cancel (in writing only) at no charge up until 14 days before the start of the event. No refunds will be given after the cancellation deadline. BIO D is happy to allow a substitute participant at no additional cost. By sending off his or her registration, the participant agrees to the cancellation deadline. This also applies in the event of cancellation due to illness or positive testing for the SARS-CoV-2 coronavirus.

BIO D will gladly accept a replacement participant at no additional cost. The participant acknowledges the cancellation date by sending the registration.

## § 6 Copyrights

Seminar documents are protected by copyright. They may only be reproduced, shared or used in other ways with the express written permission of BIO D.

## § 7 Liability

Events are carefully prepared and hosted by qualified organisers, authors and experts. In spite of this care, BIO D cannot guarantee that seminar documents and events will be up to date, accurate or complete and so it does not accept liability for this. BIO D is not liable for the participant's belongings (wardrobe, training material, exhibits, valuables, etc.). The respective house rules must be observed.

Furthermore, in cases of slight negligence, the liability of BIO D shall be limited to the breach of essential contractual obligations ("essential contractual obligations" are those which are necessary for the performance of the contractually agreed services and on the performance of which the parties may therefore regularly rely); liability in such cases shall be limited to typical foreseeable damage. This shall not apply in the event of injury to life, limb or health, the absence of a warranted characteristic, the breach of a warranty, fraudulent misrepresentation or in product liability cases. In such cases, BIO D shall be liable without limitation.

## § 8 Applicable law, place of jurisdiction and place of performance

German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Where permitted by law, Berlin shall be the place of performance and place of jurisdiction.

## § 9 Right of revocation for consumers

As a consumer\*, the participant has the right to revoke his or her registration in writing (for example, by letter, fax or email) without specifying a reason within 14 days of receiving a confirmation of registration. The revocation period begins when this information is received in writing, but not before entering into a contract and not before meeting the information requirements in Article 246b §2 of the Introductory Act to the Civil Code (EGBGB) in combination with §1 (1) Article 246b of the EGBGB as well as the requirements described in Section 312g(1)(1) of the Civil Code (BGB). No cancellation fees will be charged. To be accepted, the participant's revocation must be postmarked before the end of the 14-day period and sent to the following address:

BIO Deutschland e.V.  
Schützenstr. 6a  
10117 Berlin

Phone: +49 30 2332164-00  
email: [info@biotechnologietage.de](mailto:info@biotechnologietage.de)

This right of revocation does not exist if an event has already taken place and the participant has attended it.

Consequences of revocation: If you revoke this contract, we must return to you all payments that we have received from you immediately and no later than received from you without undue delay and at the latest within fourteen days the day on which we receive notification of your revocation of this contract. received by us. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event otherwise expressly agreed with you; in no case will you be charged any be charged for this repayment.

---

\* A consumer is any individual who enters into a legal transaction for a purpose that cannot be attributed to his or her commercial or self-employed activity (Sec. 13 BGB). Representatives of businesses do not have a right of revocation according to this law.

## II. Additional terms and conditions for online and hybrid events

### § 1 Scope of application

The following additional terms and conditions contain supplementary provisions for online events. Divergent general terms and conditions of the participant do not apply.

### § 2 Access to events

If participants decide to take part in the event online, they will receive login data for the event with or after receipt of the registration confirmation (see Section I, § 2). If participants are required to create a password to access the event, they must treat this confidentially and may not pass it on to third parties.

### § 3 Liability

Liability in the event of third parties gaining access through manipulation is excluded, as is liability for the security, integrity or availability of networks, other servers, and third-party software and data, as well as liability for third-party malware. The liability of BIO D is also excluded if the event is not accessible via the internet due to technical or other problems beyond the control of BIO D (fault of third parties, culpable conduct of participants, improper use). Moreover, BIO D shall not be liable for any specific data throughput rates and data traffic capacities, nor for the bandwidths available to the individual servers. The same applies to defects not caused by BIO D that hinder the ability of third parties to access events. BIO D also expressly points out that, in light of the current state of technology, data protection for data transmission on open networks such as the internet cannot be completely guaranteed. The participant is therefore informed that third parties may be technically able to interfere with network security without authorisation and view the content of the communications. BIO D disclaims any liability arising from such actions.

Section I, § 7 shall apply in all other instances.