



Automotive

General Event Terms and Conditions

of TÜV SÜD Automotive GmbH (hereinafter referred to as TA)
for the booking of seminars, conferences and congresses

1. General

The following terms and conditions govern the relationship between participants of seminars, conferences and congresses (hereinafter referred to as events) and TÜV SÜD Automotive GmbH. Other General Terms and Conditions notwithstanding to these General Event Terms and Conditions shall not apply.

2. Contractual Performance

2.1 The scope of the contractual activities to be performed by TA is the agreed activity or service and not a result or success.

2.2 TA reserves the right to replace announced consultants or instructors by others and to adapt the event programme by saving the character and intention of the event.

2.3 If the realisation of the event shall be impossible due to reasons of force majeure that are beyond the control of TA (e.g. sickness of a consultant or a too small number of participants), all participants will be given immediate notice at their registered address. If so the registration fee will not be refunded. Any further claims for compensation for direct or indirect damage from participants against TA shall be excluded.

3. Registration

The registration to an event can be effected on the internet, by letter, facsimile or by email. The registration becomes binding after receipt of the written confirmation by TA or after realisation of the order resp. event by TA.

4. Terms of payment

4.1 After invoicing the full registration fee is due with immediate effect. The payment can be made by bank transfer to one of the specified accounts of TA and by stating the invoice number. All registration fees are net fees plus value added tax valid at the time in question (exemptions according to §4Nr. 21 UStG are separately identified).

4.2 The payment can only be made by bank transfer to one of the specified bank accounts of TA. Payments by cash or by check can not be accepted.

5. Rescission

5.1 The rescission of the registration shall be made in written. The effective date is the date of the postmark.

5.2 The rescission of an event up to 14 days before the date of the event is exempt from any charges. In case of a deregistration from an event after the before mentioned period up to the third working day before the date of the event 50% of the registration fee are due for payment. In case of any later deregistration than the before mentioned periods or in case of absence at the event or in case of early termination of the event by the participant the full registration fee is due for payment. TA accepts without any extra charges to nominate a representative of the registered participant.

6. Right of withdrawal for consumers

The participant is entitled to withdraw his registration in written without declaration of any reasons within 14 days after receipt of the written confirmation from TA. In this case no cancellation charges will become due. The effective date is the date of the postmark.

7. Copyright

All handouts or other documents used for the realisation of the event are protected by copyright. The copying, circulation or any different use of the handouts or any other documents of the event can only be effected with prior written consent of TA.

8. Liability

8.1 TA can not be made liable for loss or theft of any objects brought along by the participant to the event. Except in cases involving intentional conduct, gross negligence, or liability as per the Product Liability Act, any further claims for compensation for direct and indirect damage made by the customer – regardless of their legal basis – shall be excluded.

8.2 Each event will be prepared and realised according to methods and according to technology which is state of the art. TA shall not be liable for any damages arising out of given advice or out of the utilisation of acquired know how by the participant.

9. Data protection

By his registration the participant acknowledges the electronic storage and processing of his data according to its defined purpose.

10. Place of jurisdiction, place of performance, applicable law

10.1 Exclusively German law shall apply. UN purchase law shall be exempted.

10.2 Place of performance shall be Munich the domicile of TA. In case of events it shall be the location of the event. The governing law shall be German law. Place of jurisdiction shall be Munich, Germany.

11. Severability clause

Should any part of the contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of the contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect. It is further agreed that if part of the contract is determined invalid, either party may open negotiations solely with respect to a substitute for such clause, section or portion which represents best the economical and technical meaning of the part of the contract which is determined invalid.