



GENERAL TERMS AND CONDITIONS

Contracting party

The organizer of **Solar Quality Summit Europe 2023**, to which the sponsorship relates, is:

Solar Promotion International GmbH

Kiehnlestrasse 16
75172 Pforzheim, Germany
Tel.: +49 7231 58598-179
info@intersolar-summit.com
<https://www.solar-quality-summit.com>

Registered at the Legal Court of Mannheim under HRB 703599
Management: Markus Elsässer and Dr. Florian Wessendorf

1. Participation in the Solar Quality Summit Europe

Solar Promotion International GmbH (SPI) reserves the right to make changes regarding the service package provided that the services have a corresponding equivalent value and changes are reasonable for the participant. The participant shall pay the participation fee set out for the sponsoring. The participation fee must be transferred to the bank account indicated in the invoice within eight days following receipt of the invoice. If the participant fails to meet his payment obligations arising out of the terms and conditions in this contract in full on the due date and also within a reasonable deadline set by SPI, SPI shall be entitled to rescind the contract. In that case the participant shall remain obliged to pay the participation fee. Any expenditure, which SPI may save by not performing the contract, and in isolated cases other income, which SPI has been able to earn due to the rescission (e.g. areas in printed matter becoming free), shall be deducted.

2. Cancellation of the event

In the event that SPI wishes to, or has to, cancel the event and/or the associated activities, which SPI is entitled to do at any time for good cause, the participant shall be refunded 80% (eighty percent) of the participation fee paid by the participant in accordance with this contract for the cancelled event (the „Cancellation Refund“). The Cancellation Refund fully compensates the participant for, and with regard to, the cancelled event, and the participant shall have no other or further rights or remedy in this regard. No Cancellation Refund need to be paid in the event of cancellation pursuant to Clause 3 (Force majeure).

3. Force majeure

A contracting party shall not be liable for non-performance of its obligations under this contract and is released from the obligation to perform to the extent that it demonstrates that the non-performance results from (a) war, whether declared or not, civil war, unrest and revolutions, piracy and acts of sabotage, (b) natural catastrophes such as storms, cyclones, earthquakes, tidal waves, flooding, destruction due to lightning, (c) explosions and fire, (d) boycott, strikes and lock-outs of all kinds, walkouts and other refusals to work (including „go slows“), which occur at a sponsoring event or at an undertaking of the contracting party concerned or at one of its suppliers or representatives, (e) acts or omissions by third parties (including authorities, suppliers, courts, etc.) and/or (f) other reasons, over which the management has no control. Advance payments for performances that have not been provided are to be refunded. Part-performances provided shall be remunerated. The participant is not entitled to rescind this contract if, despite all efforts, SPI is not able to provide the agreed performances in accordance with the terms

4. Liability

Beyond the performance owed, SPI shall not be liable for any failure to achieve the communicative and economic objective pursued by the participant by entering into this contract unless SPI made the realization thereof more difficult or prevented the realization thereof due to an intentional or negligent breach of material contractual obligations. If SPI does not render a part performance as owed, the participant can assert rights only with regard to said part performance, while the remainder of the contract shall remain unaffected. SPI is not obliged to check data supplied for orthographic and/or typographic correctness. The participant may hand over only such master copies, sketches, data or drafts for use, in which he has all of the exploitation rights under copyright law that are necessary for SPI to perform the contract. If the participant breaches said obligation intentionally or negligently, he must indemnify SPI from and against all claims, which third parties assert against SPI because of the content or the arrangement of the data provided by the participant and must compensate SPI for the damage which SPI thereby incurs.

5. Final provisions

This contract constitutes the entire contract between the contracting parties with regard to the subject matter of this contract and replaces all prior agreements, arrangements and negotiations – whether in writing or verbal – between the parties with regard to the subject matter of this contract. Any amendments and additions to this contract are required to be in writing; this shall also apply to any waiver of the requirement of writing. In the event that one or more of the provisions included in this contract are or become void, illegal or impracticable for any reason, said invalidity, illegality or impracticability shall not affect the other provisions of the contract, and the void, illegal or impracticable provision shall be replaced by a valid, legal and practicable provision, which comes as close as possible to the economic purpose of the inoperative, void or impracticable provision. The same shall apply in the event of a lacuna. The courts in Pforzheim, Germany shall have jurisdiction over all disagreements, disputes and claims arising out of or in connection with this contract. In addition, SPI shall have the possibility of suing the participant at the court that has jurisdiction over his domicile. Alternatively, SPI shall be entitled to have all disagreements, disputes and claims arising out of or in connection with this contract finally decided in accordance with the Rules of Conciliation and Arbitration of the „International Chamber of Commerce“ by one or more arbitrators appointed in accordance with said Rules without recourse to the ordinary courts of law. If the participant would like to take legal action against SPI he can set Intersolar a reasonable deadline for exercising the right to choose between ordinary jurisdiction and arbitration. If SPI fails to exercise this choice within the deadline by notice to the participant (the relevant date being the date of receipt by the participant), the right to choose shall pass to the participant. The place of arbitration shall be Pforzheim, Germany. The arbitration proceedings shall be conducted in English. The applicable substantive law shall be the law of the Federal Republic of Germany.

6. Privacy Policy

If you fill in this sponsor form, we will process the data you have provided as part of the transaction. We will also use your data to send you advertising for services comparable to the ones you ordered from us by post or by email, provided you have been our customer in the previous three years and have given us your postal address or your email address. You have the option to object to being sent promotional emails at any time free of charge and without incurring any costs beyond the basic rate of sending an email.

You can express this objection by writing an email tounsubscribe@TheSmarterE.com, or by clicking on the unsubscribe button at the end of any promotional email received.