

General Terms and Conditions

for the Sponsorship and Advertising Services of tcworld GmbH in the European Area

1. General

1.1 tcworld GmbH is the service provider for the Gesellschaft für Technische Kommunikation – tekom Deutschland e.V. and the European Association for Technical Communication – tekom Europe e.V.

1.2 These General Terms and Conditions ("terms") are an integral part of all offers for services ordered from tcworld GmbH, Stuttgart, in current or future business relations, even without express reference.

1.3 Orders are carried out by tcworld GmbH exclusively subject to these terms; any incorporation of terms other than these shall be excluded.

2. Booking / Conclusion of Contract / Contract Processing / Contract Content / Duration of Contract

2.1 At events connected with a fair/exhibition, booking of advertising space/media or sponsorship is linked to participation as an exhibitor at the tekoma fair and is only possible after booking a stand area.

2.2 Bookings by email or fax are legally valid and binding. By the time the order confirmation is sent, the booking is binding for the exhibitor/sponsor.

2.3 The contract is concluded upon order confirmation by tcworld GmbH, and is only valid for the respective current year's event.

2.4 Agreements must be made with tcworld GmbH on the content, location etc. of advertising spaces/media or sponsorships. These agreements shall be recorded in text form in the order confirmation.

2.5 tcworld GmbH reserves the right to reject advertising content that violates existing laws or the rights of third parties (trademark, name, copyright, privacy rights, etc.) or that is immoral, racist or unreasonably contrary to the interests of tcworld GmbH.

2.6 If the contents of the order confirmation deviate significantly from the contents of the exhibitor's booking, the contract will be concluded even so in accordance with the order confirmation, unless the exhibitor/sponsor objects in text form within two weeks.

3. Withdrawal / Cancellation

Cancellation by the exhibitor of bookings of confirmed advertising spaces/media or of bookings of confirmed sponsorship services is precluded. 100% of printing and production costs incurred thus far will also be charged to the exhibitor/sponsor.

4. Advertising Spaces / Advertising Media / Sponsoring

4.1 Agreements with respect to booked sponsorings are concluded directly with tcworld GmbH.

4.2 If the data submission deadlines given are not met, tcworld GmbH reserves the right to bill any resulting additional costs.

4.3 Deadlines or agreements must be made in text form.

The following also applies in connection with the tekoma annual conference in Stuttgart:

4.4 Agreements with respect to production of advertising spaces/media are concluded via Marketing Services Messe Stuttgart.

4.5 If the exhibitor wishes to re-use advertising spaces/media produced for it after the event, it must, at the latest, one week prior to the commencement of the fair, advise Marketing Services Messe Stuttgart in writing, under designation, the form in which these advertising spaces/media should be returned to it:
– the advertising spaces/media will be picked up by the exhibitor at Landesmesse Stuttgart (LMS) storage (within a max. of 2 weeks from the end of the event)
– the advertising spaces/media will be picked up by a parcel carrier engaged by the exhibitor at Landesmesse Stuttgart (LMS) storage (within a max. of 2 weeks from the end of the event)

If the advertising spaces/media are not picked up in this time period, they will be disposed of.

In the event that Marketing Services Messe Stuttgart does not receive a response, the advertising spaces/media and the sponsoring material will be disposed of at the expense of the exhibitor after the end of the fair.

4.6 For reasons of public protection and road safety, advertising material shall be assembled and mounted subject to charge solely by contractual partners of tcworld GmbH.

5. Delay in Data Delivery / Delivery of Materials

5.1 Materials arriving after the deadline may jeopardize the proper execution of the order. Resulting failures/processing defects cannot be rejected.

5.2 If the data submission deadlines given are not met, tcworld GmbH reserves the right to charge the exhibitor/sponsor for any additional costs incurred.

5.3 Divergent deadlines or agreements are valid only in text form.

6. Complaints

6.1 The exhibitor/sponsor is obliged to check all advertising spaces/media or sponsorship services produced for it before the commencement of the fair/event.

6.2 Complaints must be made to tcworld GmbH immediately so that any possible defects can be corrected. Subsequent complaints cannot be considered and shall not lead to claims against tcworld GmbH, unless hidden defects are involved. tcworld GmbH shall be notified of such defects immediately after they arise.

7. Liability

The exhibitor/sponsor shall be solely liable for all damages, including theft, resulting from its own provision, installation and dismantling of advertising spaces/media or sponsorship services.

8. Prices and Payment

The total price of the sponsoring or advertising services booked is immediately payable net, at the latest, however, 2 weeks after receipt of invoice.

9. Force Majeure, Cancellation of Event

If the event cannot take place due to force majeure or other reasons for which the event organizer is not responsible, or the organizer deems the performance

unreasonable and cancels the event for one of these reasons, each party shall bear its own costs incurred to date. The organizer shall not be liable for any damage or loss of the exhibitor/sponsor. If the organizer has made advance outlays that must be borne in accordance with the General Conditions or other contractual arrangements by the exhibitor/sponsor, the expenses shall be reimbursed by the exhibitor/sponsor. If the event (and in particular, the fair/exhibition area) must be vacated temporarily or for a longer period, or be postponed or shortened, this shall not represent any cancellation or termination rights or any other claims, in particular no damage claims by the exhibitor/sponsor against the organizer.

10. Data Protection

In accordance with § 33 BDSG, notification is hereby given that, in the context of the business relationship, exhibitor/sponsor and delivery data is being collected, processed and used, as required for the purpose of contract fulfillment, by means of electronic data processing by tcworld GmbH in conjunction with tekoma, tekoma Deutschland and tekoma Europe.

11. Additional Information

Until such time as you revoke your consent, which you may do at any time, you consent to being informed by email or phone about the services of the above-mentioned organizations, particularly about upcoming events. You can revoke your consent in writing to tcworld GmbH, Rotebühlstraße 64, GERMANY, 70178 Stuttgart, by fax at +49 711 65704-99 or by email (info@tekoma.de).

12. Jurisdiction, Applicable Law

12.1 For all disputes arising from this contract, the Stuttgart court of jurisdiction is stipulated, to the extent not otherwise required by law.

12.2 This contract is governed by German civil and commercial law, under exclusion of the provisions of private international law and the CISG.

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