

GENERAL TERMS AND CONDITIONS OF BUSINESS

for the Purchase of Tickets for The smarter E Europe Exhibitions and Conferences

I. Scope, General remarks

These General Terms and Conditions of Business (hereinafter GTCs) apply to orders for tickets placed over the internet (hereinafter online tickets) providing admission to The smarter E Europe exhibitions and conferences (Intersolar Europe, ees Europe, Power2Drive Europe and EM-Power Europe) in Munich. These GTCs apply to consumers and entrepreneurs alike. For the purpose of these GTCs, an entrepreneur is a natural or legal person or a partnership with legal capacity, which, in concluding the contract, acts in the execution of its commercial or independent professional activity (section 14 of the German Civil Code).

II. Contracting parties

The customer's contracting party for the purchase of online tickets is Solar Promotion GmbH, Kiehnlestr. 16, 75172 Pforzheim (hereinafter SP), unless otherwise specified in the product description. SP collaborates closely with Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (FWTM), Freiburg im Breisgau, Germany in this matter.

III. Conclusion of contract

Clicking on a selection box at the end of the article description on the article selection page automatically adds the articles to the virtual cart. The customer may view the content of the cart at any time by clicking on the "Cart" link. Products listed there may be individually removed from the cart by clicking on the "Delete" button. A final review page allows identification of any errors prior to final submission of the order and, using the "Back" button at the bottom of the page, correction of any errors on previous pages. These GTCs can also be loaded, printed out and saved at this location. The order process may be interrupted at any time by closing the browser window. The customer is deemed to have made a binding offer for conclusion of contract by transmitting his ticket order to SP online by clicking on the button "Order subject to fee" (or "Send legitimation request" or "Finish registration" depending on the type of ticket). The order may be placed in German or English. The contract shall take effect with the sending of a ticket to the customer as per Section VI. of these GTCs, but no later than with rendering of performance by SP. These GTCs are available to the customer on the order pages.

IV. Terms of payment, Offsetting and Rights of retention

The total price including VAT shall become due for payment immediately upon conclusion of contract. Payment for online tickets shall be made at the time of ordering and may be made solely by credit card (VISA, MasterCard, American Express), PayPal Express, Google Pay or Apple Pay. If the customer is an entrepreneur, he shall not have any rights of offsetting or retention unless the counterclaim is uncontested or established in law. If the customer is a consumer, he shall be entitled to offset against claims from SP if he asserts claims arising out of the same contract. He may only exercise a right of retention if his counterclaim arises out of the same contract.

V. Exclusion of right of revocation and cancellation

The customer may not revoke his declaration of intention; right of revocation is excluded pursuant to Section 312g, para. 2, sentence 1, no. 9 BGB. Online tickets for attendance at conferences may be cancelled up to 8 days before the start of the event; SP shall charge an administration fee of 50% of the ticket price for cancellation of these online tickets. If cancellation takes place within the above-mentioned deadlines, the ticket price minus the stated administration fee shall be credited to the customer via the original method of payment; no cash payments or bank transfers will be made.

VI. Delivery of online ticket

Upon conclusion of contract, the customer receives links to the wallet ticket and the PDF download without delay. The email also includes a QR code that can be used to access the ticket. The customer has the option either to save the wallet file on a compatible mobile device (smartphone, tablet) with the appropriate software, or to open the PDF with an up-to-date PDF reader (e.g. Acrobat Reader) and bring a printed copy to the event. For environmental reasons, the event organizers recommend displaying the online ticket on a mobile device at the event instead of printing it out.

VII. Access to event, Customer's obligations

Admission to the event is only possible with a valid ticket and during the period specified on the ticket. The customer must save the online ticket to a suitable mobile device (smartphone, tablet, netbook) in PDF format and present the mobile device display, on which the online ticket must be clearly visible, to the admission agents. Alternatively, the customer may present the printed online ticket to the admission agents at each event. Upon request, the customer shall present a valid official ID with photo, or a passport, to the admission agents. Occasional bag checks may be conducted. Upon presentation of printed online tickets or files on mobile devices, the customer will receive a visitor badge on location. Access to the event will only be permitted upon presentation of the online ticket or the visitor badge to the admission agents. At the event grounds, the customer must carry his visitor badge with him at all times for presentation to officials on request. When participating in events outside of visitor opening hours, the respective booth operator (the inviting company) is the contact person and is responsible for the content and safety of the event.

VIII. Refund if event is cancelled

SP shall inform the customer without delay if The smarter E Europe event will not take place. SP shall refund the full ticket purchase price to the customer at the same time.

IX. Transfer of online ticket to third parties

The online tickets are designated to specific individuals. Access authorization to exhibitions and conferences is not transferable to third parties. In particular, transfer of access authorization on a commercial basis is not permitted.

X. Warranty, Obligation to give notice of faults

Consumers are protected by the legal warranty rights. Compensation, including compensation paid under warranty, shall be limited to the framework established under Section XI. of these GTCs. If the customer is an entrepreneur, tickets shall be deemed approved by the customer if ticket omissions or inaccuracies are not notified to SP in writing within three working days of delivery in the case of obvious omissions or inaccuracies or, otherwise, within three working days of discovery of the omissions or inaccuracies.

XI. Liability

In the event of willful intent or gross negligence by SP or SP's representatives or agents, SP shall be liable in accordance with the provisions of the law; SP shall also be liable for culpable breach of essential contractual duties. Where there is no intentional or grossly negligent breach of contract, SP's liability for compensation shall be limited to foreseeable, typically occurring damage. SP's liability under product liability laws, for warranties and culpable injury to life, limb and health, shall remain unaffected at all times. SP's liability is excluded unless specifically stated otherwise above.

XII. Entry requirements and residence regulations

The offer by the organizers of The smarter E Europe with respect to purchasing tickets online does not release the customer from the obligation to inform himself, fully and promptly, about the relevant requirements for entry into the Federal Republic of Germany, in particular with regard to the possible requirement for a visa. The organizers of The smarter E Europe shall not assume any responsibility if the customer suffers detriments arising out of non-compliance with applicable entry requirements and residence regulations.

XIII. Data protection, Publicity

SP may process customers' personal data (name, address, email, etc.) for the fulfilment of own business purposes and insofar as this is required for the creation, execution or termination of a contract or similar with the customer. SP may further evaluate, process customers' personal data for the purpose of market and opinion research; customers may contact SP under certain circumstances to object to the processing or use of their data for purposes of market or opinion research. SP is entitled to transfer customers' personal data (name, address, email address, areas of interest) to exhibiting companies (exhibitors)

at the exhibition in question (Intersolar Europe, ees Europe, Power2Drive Europe or EM-Power Europe) pursuant to Article 6 para. 1(f), or, in cases of expressed consent, pursuant to Article 6 para. 1(a) of the General Data Protection Regulation. Data shall only be forwarded to exhibitors who scan the bar code printed on the admission ticket. Scanning is voluntary and shall only be carried out at the customer's request. The customer is aware that these exhibitors process data and use it for publicity and information purposes. The customer may contact SP to object to the aforementioned processing of his data in accordance with the provisions of the law. SP is entitled to send advertising to customers using the email address quoted when purchasing tickets online unless the customer has objected to the use of his email address for publicity purposes. SP shall only send direct publicity for own exhibitions and conferences similar to the exhibitions and conferences for which the customer purchased online tickets. The customer may object to the use of his email address for publicity purposes at any time without incurring any costs other than the transmission costs according to the basic rates. The customer may register this objection by clicking on the link "Unsubscribe" at the end of each email, or by email to unsubscribe@thesmartere.com. More information on data protection can be found at <https://www.messe-ticket.de/FWTM/TSEE2026>.

XIV. Special provisions

SP is entitled to appoint third parties to manage billing and collection in relation to the customer. The customer acknowledges the House Regulations of the operator of the exhibition/conference venue. These GTCs apply exclusively. Differing, conflicting or supplementary GTCs of the customer not specifically acknowledged in writing by SP shall not apply. If any provisions of these GTCs are, or become, ineffective, this shall not affect the validity of the contract or the remaining provisions of these GTCs.

XV. Choice of law, Place of jurisdiction

German law applies. If the customer is an entrepreneur and was ordinarily resident in a country other than Germany at the time of online ticket purchase, the application of that country's mandatory rules on consumer protection shall remain unaffected by the above choice of law. If the customer is a merchant in accordance with Section 1, para. 1 of the German Commercial Code (HGB), a legal entity under public law or a separate estates governed by public law, the courts in Pforzheim shall have exclusive jurisdiction for all disputes arising out of, or in connection with, the relevant contractual relationship.

Consumer information about online dispute resolution

The online dispute resolution platform ("ODR platform") can be accessed via the following link: <http://ec.europa.eu/consumers/odr>. This platform is a point of contact for consumers seeking out-of-court resolution of disputes arising out of contracts concluded online. SP has not agreed to participate in a dispute settlement procedure under Section 36 of the German Law on the Resolution of Consumer Disputes.