



General Terms and Conditions

1. Scope of Application

a) The General Terms and Conditions of Participation for Events of the Berlin Institute Supply Chain Management GmbH in their current version shall apply to all contracts concluded by Berlin Institute Supply Chain Management GmbH (hereinafter also referred to as "we" or "Organiser") as the organiser for participation in events.

b) The events of Berlin Institute Supply Chain Management GmbH are aimed exclusively at entrepreneurs, i.e., at natural or legal persons as well as partnerships, who, upon conclusion of the contract with the Organiser, are acting in the exercise of their commercial or self-employed professional activity.

c) Contracts for events can be concluded by both, natural persons ("participants") and companies ("participating companies"). If companies book places in events for their employees or third parties, the companies must ensure that the participants for whom the booking is made comply with the obligations arising from the contract on participation including these General Terms and Conditions. In particular, participating companies must inform their employees or persons delegated by them to the event about the regulations on data protection and the use of photographs and film recordings made during the event.

d) By registering, participants or participating companies accept the General Terms and Conditions of Berlin Institute Supply Chain Management GmbH. Deviating regulations of the other contracting party do not apply unless Berlin Institute Supply Chain Management GmbH has expressly confirmed this in writing.

2. Registration and Conclusion of Contract

a) Registration for events of Berlin Institute Supply Chain Management GmbH takes place with the written or electronic submission of a completed and signed registration form. The registration is a binding contractual offer to the Organiser.

b) Berlin Institute Supply Chain Management GmbH may accept this contractual offer within a reasonable period of 14 days after receipt of the registration. In this case, you will receive a confirmation of registration by e-mail, fax or other means. The contract for participation shall only be concluded upon receipt of this confirmation. The invoice for the participation fee is usually enclosed with the confirmation of registration.

c) Registrations will be considered in the order in which they are received. If a registration cannot be considered because the event is fully booked, Berlin Institute Supply Chain Management GmbH will inform the registrant.

3. Prices and Terms of Payment

a) All prices are quoted in Euro (€) and do not include value added tax (VAT).

b) The participants or participating companies will receive an invoice with the confirmation of registration. The invoice amount, including the separately stated VAT, is due within 14 days of receipt of the invoice ("payment deadline") without any deductions and is to be transferred to the bank account we have indicated, quoting the invoice number. In the case of contracts for participation that are concluded less than 15 days before the event, the invoice amount is due immediately upon receipt of the invoice.

c) The complete payment of the invoice amount is a prerequisite for the claim to benefits and for participation in the booked event. The organiser may withhold his services until the participation fee or other agreed remuneration has been paid.

d) Participants or participating companies who have not paid the invoice amount or have not paid it in full within the payment period shall be in default of their payment obligation. According to the legal regulation, the default occurs at the end of the 15th day after receipt of the invoice, without the need for a reminder. During the period of default, interest shall be charged on the amount owed at 9 percentage points above the base interest rate ("Basiszins" according to Sec. 247 of the German civil code / BGB). We reserve the right to prove higher damages caused by default.

4. Cancellation by the Participant or the Participating Company

a) Once the contract for participation has been concluded, the participant or participating company can generally no longer cancel the booking or reduce the scope of services booked, unless the cancellation or reduction of the scope of services was made for an important reason for which the organiser is responsible (hereinafter "justified cancellation").

b) Participants or participating companies who cancel their participation without justification must make all agreed payments to Berlin Institute Supply Chain Management GmbH.

c) In the event of cancellation by the participant or participating company, whether the cancellation is justified or unjustified, Berlin Institute Supply Chain Management GmbH shall be entitled to dispose otherwise of the booked services. In the event that Berlin Institute Supply Chain Management GmbH is able to sell the unjustifiably cancelled service elsewhere, it will deduct 85 per cent of the remuneration accruing to it from the sale of the service elsewhere from the claim for damages to which it is entitled due to the unjustified

cancellation, or reimburse the participant or participating company, but no more than the amount of the remuneration owed or already paid by the participant or participating company. The participant or participating company is at liberty to prove that Berlin Institute Supply Chain Management GmbH has suffered no or only smaller damages. In the event of a justified cancellation, Berlin Institute Supply Chain Management GmbH will refund all payments already made by the participant or participating company on the account of the invoice within 10 bank working days.

d) Participants or participating companies have the opportunity to nominate a suitable replacement participant. In this case, no compensation is to be paid in connection with the replacement of the participant. However, a one-time rebooking fee of 10% of the fee agreed upon with the original participant or participating company will be charged for the rebooking. Berlin Institute Supply Chain Management GmbH reserves the right to refuse the replacement participant's participation if he/she would be excluded from participation according to the event's terms and conditions or the event's announcement, does not belong to the target group addressed by the event, or if an important reason in the person of the replacement participant would make his/her participation appear unreasonable to Berlin Institute Supply Chain Management GmbH.

5. Digitalisation of Events by the Organiser

a) Berlin Institute Supply Chain Management GmbH has the right to convert a face-to-face event into a digital event ("digitalisation") if holding the event face-to-face is impossible or unreasonable for reasons for which Berlin Institute Supply Chain Management GmbH is not responsible, due to official orders (e.g. event bans) or for reasons of objectively reasonable infection prevention in an epidemic situation or for reasons of force majeure, if the nature of the event would not be fundamentally altered by a digital implementation and a digital participation in the event is reasonable for the participant or the participating company. Berlin Institute Supply Chain Management GmbH will immediately inform the participant or the participating company in an appropriate form about the digitalisation.

b) If, for the reasons listed in paragraph a), an event at the place of performance is only possible or reasonable with a smaller number of participants than the registered number, the Berlin Institute Supply Chain Management GmbH has the right to limit the number of participants in the face-to-face event and to additionally hold the event digitally, if the nature of the event would not be fundamentally altered by holding it partially digitally and if a digital participation in the event is reasonable for the participant or the participating company. Berlin Institute Supply Chain Management



GmbH will inform the participant or the participating company of this immediately and give the participant or the participating company the choice between face-to-face or digital participation as long as the maximum number of participants admitted to the face-to-face event has not been reached. Registrations will be considered in accordance with section 2 c) in the order in which they are received. Once the maximum number of participants admitted to the face-to-face event has been reached, only a digital participation in the event is possible.

c) If Berlin Institute Supply Chain Management GmbH exercises its right to digitalise, the participant or the participating company has the right to cancel the booking, but in the case of partial digitalisation only to the extent that the participant or the participating company is affected by the exclusion from the face-to-face event. If the participant or the participating company exercises its right to cancel after digitalisation by Berlin Institute Supply Chain Management GmbH, Berlin Institute Supply Chain Management GmbH will reimburse the participant or the participating company for any participation fees already paid within 5 banking days.

6. Cancellation and Postponement of Events by the Organiser

a) Berlin Institute Supply Chain Management GmbH has the right to cancel or postpone the event up to four weeks before the event date if a minimum number of participants is stated in the event's announcement and this minimum number of participants has not been reached.

b) Furthermore, Berlin Institute Supply Chain Management GmbH may cancel or postpone the event if it is not possible to hold the event for reasons for which it is not responsible, such as the short-term illness of a key speaker, without whose participation the event would be fundamentally altered and who cannot be replaced at short notice with economically reasonable effort.

c) Berlin Institute Supply Chain Management GmbH will inform the participant or participating company immediately in case of cancellation or postponement of an event in an appropriate form stating the reason.

d) If the event is postponed, the participant or participating company has the right to cancel the booking. In the event of cancellation of the event or cancellation due to postponement of the event, Berlin Institute Supply Chain Management GmbH will reimburse already paid fees within 5 bank working days. The participant or participating company may not assert any further claims against Berlin Institute Supply Chain Management GmbH due to the cancellation or postponement (including claims for reimbursement of cancellation fees

for travel and hotel expenses), unless Berlin Institute Supply Chain Management GmbH is liable for the reason for the cancellation or postponement.

e) Berlin Institute Supply Chain Management GmbH is also entitled to cancel or postpone the event if and to the extent that the service is impossible or objectively unreasonable for Berlin Institute Supply Chain Management GmbH as a result of force majeure or the SARS-CoV-2 pandemic or comparable epidemic situations at the place of performance or is objectively not of interest to the participant or the participating company (hereinafter uniformly referred to as "loss of interest").

Force majeure includes circumstances that are external, brought about by elementary forces of nature or by third parties actions and which cannot be averted by Berlin Institute Supply Chain Management GmbH by economically justifiable means despite the reasonable care which can be expected in the situation. These include in particular, war, riots, radioactive radiation, natural disasters, health emergencies (e.g. epidemics, pandemics of infectious diseases), public law restrictions, strikes, lock-outs, in particular if the force majeure occurs or prevails at the event location or at other locations, if the force majeure occurring or prevailing there makes it impossible or unreasonable to hold the event (e.g. general travel restrictions, border closures).

Consequences of the SARS-CoV-2 pandemic means public law measures and restrictions as a result of the SARS-CoV-2 pandemic (e.g. curfews, bans on meetings; bans on events, hygiene measures that cannot be implemented as part of the service or at the place of the service) leading to a loss of interest.

Berlin Institute Supply Chain Management GmbH will inform the participant or participating company immediately in case of a loss of interest due to force majeure or the SARS-CoV-2 pandemic or comparable epidemic situations. If the service is only temporarily impossible, Berlin Institute Supply Chain Management GmbH will immediately inform the participant or the participating company of the postponement, stating the new date after the end of the event causing the impossibility.

f) In the event of the event being postponed due to force majeure, the participant or participating company is not entitled to cancel the booking, unless participation in the alternative date would be unreasonable for the participant or participating company. In the event that the event is cancelled due to force majeure, consequences of the SARS-CoV-2 pandemic or a comparable epidemic Berlin Institute Supply Chain Management GmbH will refund any fees already paid within 5 bank working days. The participant or participating company may not assert any further claims

against Berlin Institute Supply Chain Management GmbH due to the cancellation or postponement due to force majeure.

7. Programme Changes

a) As far as the overall design of the event is not unreasonably impaired, the organiser is entitled to make changes and postponements in the schedule or to change the venue. In addition, the organiser may change speakers, other lecturers and instructors, provided that he provides for equivalent replacements and that this change is reasonable for the participant or the participating company according to objective standards.

b) Such a programme change does not entitle the participant or the participating company to cancel the contract (withdrawal) or to a reduction of fees.

8. Data Protection

a) Unless otherwise stated, the personal data you provide to Berlin Institute Supply Chain Management GmbH as part of the registration process and in the course of event preparation will be used exclusively to identify you as a contracting party or participant, to provide you with appropriate support, for correspondence with you, to send you information related to your interests, such as announcements of further events and newsletters, for invoicing, for payment transactions including accounting, and for the provision and processing of contractual services, including the assertion and defence of any claims against you or third parties.

b) Details of the purpose, type, scope and duration of the processing of personal data are explained in our privacy statement, available at <https://www.berlininstitute-scm.com/en/datenschutz>.

9. Image and Sound Recordings

a) In the context of the events carried out by us, we have photographs and films taken. Unless expressly stated otherwise, we use the recordings within the scope of and as a component of our own websites and social media channels as well as publications, brochures, lecture materials provided free of charge and for our press work and marketing. By submitting the registration form, participants or participating companies declare that they agree within the meaning of § 22 KUG (Art Copyright Act) that photographs, or film recordings made during the event may be used for the above-mentioned purposes and made publicly accessible. For this purpose, these may also be passed on to third parties. The participants or participating companies waive any payment of fees in this context.



b) Permission to take photographs or make films is not a prerequisite for participation in the event. It can be revoked at any time.

c) Photographs and film recordings in which persons can be identified contain personal data in the legal sense. The processing of such personal data and the right of objection are explained in detail in our privacy statement, available at <https://www.berlininstitute-scm.com/en/datenschutz>.

10. Liability of Berlin Institute Supply Chain Management GmbH (Organiser)

a) All events are prepared and carried out with great care. However, a certain success connected with the participation is not owed.

b) Berlin Institute Supply Chain Management GmbH is liable without limitation for intentional and grossly negligent breaches of duty. It is not liable for simple negligent breaches of duty with the exception of breaches of essential contractual obligations, injury to life, body and health or guarantees. Essential contractual obligations are those contractual obligations which make the proper execution of the contract possible and on whose compliance the other party to the contract may therefore rely. In the event of a breach of essential contractual obligations, liability is limited to the damage typically to be expected at the time of conclusion of the contract.

11. Participation as Exhibitor, Partner or Sponsor

a) If the participant or participating company with the registration has booked an advertising or exhibition space (hereinafter referred to as "exhibitor"), the following applies in addition (for clarification: Exhibitors may also be Partners or Sponsors at the same time):

i. The exhibitor shall set up and monitor his own exhibition area himself. In particular, he must ensure that the objects he brings with him, especially exhibition installations and technical equipment, are protected against loss. Berlin Institute Supply Chain Management GmbH does not have any duties of custody.

ii. The exhibitor is liable for all damages culpably caused by him, his employees or his agents. In particular, the exhibitor is liable for all damages caused by culpable violation of the duties of care that he is responsible for. This includes in particular damage resulting from the improper use of supply and drainage lines, toilet or heating systems, power lines, emergency exits, the improper installation or set-up of exhibition installations and objects. The exhibitor must take steps to ensure that visitors and third parties do not cause damage or come to harm in his advertising or exhibition area. The exhibitor is liable for all personal injury or damage to property caused by visitors or third parties due to insufficient supervision by the exhibitor in connection with the event.

iii. The exhibitor shall indemnify Berlin Institute Supply Chain Management GmbH against claims by third parties, in particular the lessor or owner of the event space, to the extent that the exhibitor himself is liable according to the above or on a legal basis.

iv. The exhibitor is obligated to take out or maintain liability insurance with sufficient coverage to cover the above risks, or to maintain such insurance for the duration of the event.

b) If the participant or the participating company has booked participation as a partner or sponsor, the participant or the participating company shall provide all contributions and information, e.g. photos, logos, presentation texts, CVs, speaker lists, any planning for presentation areas etc., to the event, which are necessary for an agreed external presentation in the online and print publications and directories of the organiser and for or during the execution of the event, to be made available to the organiser on the agreed submission date or, if no submission date has been agreed upon, at the latest [...] weeks before the date of the event in a suitable form, usually in a file format that can be processed in general (usually MS Office files, PDF files, JPEG files). The organiser is not obliged to check such information and documents for correctness of design or content or legal admissibility.

c) The participant or the participating company must ensure on their own responsibility that the information and documents provided by them as well as the contents presented within the framework of the event and communication measures are legally permissible, in particular from the point of view of competition law, and do not infringe any third-party rights, in particular trademarks and copyrights as well as other industrial property rights. The participant or the participating company must indemnify the organiser from any claims of third parties.

12. Applicable law / Place of jurisdiction

German law is exclusively applicable to the contract. The place of jurisdiction is Berlin, if the contractual partner is a merchant or a legal entity under public law or a special fund under public law. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. In such a case, the legally ineffective provision shall be replaced by an analogously similar but effective provision.

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