

**Standard Terms and Conditions of Business  
for AFZ Aus- und Fortbildungszentrum  
Rostock GmbH  
Status: January 2019**

**I. Participation in Qualification Measures  
(Standard Terms and Conditions of Participa-  
tion)**

The Standard Terms and Conditions of Participation shall apply to all qualifications under the sole responsibility of AFZ Aus- und Fortbildungszentrum Rostock GmbH (AFZ Rostock GmbH). Separate Terms and Conditions of Participation shall apply to qualification measures which are carried out together with other organisers.

**1. Registration**

The registration must be made in writing (letter, fax, email (also without electronic signature)); it shall be binding. Any oral registrations must be confirmed in writing. With the registration, the registering person shall recognise these Standard Terms and Conditions of Business and any "Special Terms and Conditions of Participation" which are notified together with the qualification offering.

The participant shall be obliged to submit all registration data, including the billing address and email address for billing as well as the requested mode of payment (see below) completely and accurately. The registration data shall be subject to data privacy. Registration shall, as a matter of principle, be taken into account and confirmed in the order of their receipt. Upon receipt of the confirmation, the contract shall be deemed to be entered into. If a registration cannot be taken into account, AFZ Rostock GmbH shall inform the registering person accordingly.

**2. Terms of Payment**

The registering person shall be liable to AFZ Rostock GmbH for the participation fee unless he/she submits a written confirmation of a third party in which the latter declares to take over the costs for participation in the qualification (payer). The registering person and / or the payer must pay the billed amount following billing by the date mentioned in

the bill into one of the mentioned accounts. The payment obligation shall exist independently from any payments of third parties.

Billing shall be made, as a matter of principle, electronically. For this purpose, the registering person and/or the payer must submit an email address. If the payer wants to have a bill sent in paper form, a lump sum in the amount of an additional EUR 5.00 shall be charged to him.

If qualification measures take longer than six months, the payment of monthly instalments shall be agreed upon by an individual contract with the issuing of a SEPA direct debit mandate.

The prices valid at the time of registration shall apply. Unless otherwise mentioned for individual offerings, costs for learning materials and examinations shall be charged separately. For examinations by third-party examination offices, the latter's schedule of fees shall apply. Any costs for accommodation and board shall be borne by the participants. In the event of default in payment, AFZ Rostock GmbH shall be entitled to charge for every reminder a cost sharing in the amount of EUR 2.50 plus default interest in the amount of 5% above the base rate. In the event of failure to pay the amount due, AFZ Rostock GmbH shall be entitled to exclude the participant with immediate effect from the further participation in the qualification and / or event.

If AFZ Rostock GmbH has to initiate a collection procedure with costs, a lump sum in the amount of EUR 22.00 may be charged to the debtor.

**3. Cancellation / Rescission and Termination**

Any cancellation of the registration/rescission of the contract shall be possible free of charge up to two weeks prior to the commencement of the qualification without giving any reasons. Any cancellation / rescission must be declared in writing to AFZ Rostock GmbH; the receipt of the declaration by AFZ Rostock GmbH shall be authoritative. In the event of cancellation / rescission within less than two weeks, a flat administrative fee in the amount of 10% of the participation fee, but at least EUR 50.00 shall become due. If a termination is not submitted in due time or if the participant does not appear at the qualification, he/she must pay the full amount of the participation fee. Failure to participate in individual teaching units shall

not entitle the participant to reduce the participation fee in accordance with § 615 BGB (German Civil Code). The aforementioned provisions shall not apply to participants with education voucher.

After the commencement of a qualification of more than six months, participation may be terminated in writing subject to a period of notice of six weeks without giving any reasons for the first time upon the expiration of the first six months, after the expiration of six months at any time subject to a period of notice of six weeks. Receipt of the notice of termination by AFZ Rostock GmbH shall be authoritative in each case. In the event of termination, the participation fee shall only be payable on a pro rata temporis basis until the end. The right to terminate on good and sufficient grounds shall not be affected. The registered person may nominate a substitute participant who shall enter into the contract with all rights and obligations. The payer, too, may nominate another participant. In the two cases AFZ Rostock GmbH may only refuse participation if there is a reason which would entitle AFZ Rostock GmbH to exclude in accordance with Clause 6 of the Standard Terms and Conditions of Participation.

#### 4. Termination on Good and Sufficient Grounds

The registered person and/or the payer may terminate the contract on good and sufficient grounds in accordance with § 626 BGB (German Civil Code). In this case the registered person and / or the debtor shall be released from the payment obligation for future services not yet used. The right to terminate on good and sufficient grounds shall not apply, if the occurrence of the good and sufficient grounds were foreseeable at the registration for the qualification measure or the takeover of the payment obligation and/or were caused intentionally or grossly negligently.

In the event that any funding under the Social Security Code is rejected for participants, there shall be a special termination right. The same shall apply if, prior to the commencement or during the term of the qualification measure, employment is commenced. This shall not cause any costs to the registered person / payer.

5. Cancellation/Reversal and Postponement of Qualification Measures, Change in Lecturers/Tutors  
AFZ Rostock GmbH shall be entitled up to 14 days prior to the commencement of the measures to cancel qualification measures in the event of insufficient registrations or at any time on good and sufficient grounds. (Exception: participants with education voucher) In this case, any participation fees possibly already paid shall be refunded in the full amount. Any more extensive damage claims shall be excluded unless there is wrongful intent or gross negligence.

AFZ Rostock GmbH shall be entitled to postpone any qualification dates subject to an appropriate notification period, to add additional dates and catch up on cancelled events on day-offs provided that this is objectively justified in particular in the event of illness of lecturers and/or tutors or in the event of weather conditions which impede any risk-free participation in the measure or the conduct of the measure itself or render it impossible. A proper period of notification shall be deemed to exist, if the new date lies within the scheduled term of the qualification. In case of individual events, the period of notice shall be deemed to be appropriate if the postponed event takes place within four weeks of the original date. Any additional costs incurred as a result thereof by the registered person, the payer or the participant shall not be taken over by AFZ Rostock GmbH.

Insofar as the overall structure and the quality of the qualification are not essentially impaired, the change in lecturers and / or tutors and any changes within the schedule shall not entitle the registered person/payer to an extraordinary or ordinary termination of the contract or any reduction of the fee. A material impairment shall, more particularly, not be assumed if the new lecturers/tutors deployed have an appropriate technical qualification.

#### 6. Exclusion from Participation

AFZ Rostock GmbH shall be entitled to exclude the participant from further participation in special cases such as default in payment, disruption of the qualification or the operating schedule insofar as these jeopardise the conduct of the qualification. The registered person/payer must pay the full par-

ticipation fee in such case. Any more extensive damage claims of AFZ Rostock GmbH shall not be affected.

#### 7. Liability

AFZ Rostock GmbH shall not be liable for damage caused by accidents, damaging events, losses or theft, and in particular not for any consequential damage resulting from the qualification unless these are attributable to an intentional or grossly negligent conduct of AFZ Rostock GmbH or its vicarious agents.

#### 8. Data Privacy

Please read the separately data privacy statement.

#### 9. Use of the Teaching Materials

The use of the teaching materials shall only be allowed for the registered participant. Without the written authorisation of AFZ Rostock GmbH, teaching materials may not be reproduced, duplicated, distributed or used for public communication, including not for the designing of teaching materials in any form whatsoever. Any infringements shall be punishable in accordance with § 106 UrhG (German Copyright Act).

#### 10. Special Terms and Conditions for Online Qualification

For online qualifications, the Standard Terms and Conditions of Participation shall apply with the following supplements / deviations:

##### Use of the Software

The use of the software shall only be permitted for the registered participant. Any duplication and/or use by third parties shall not be permitted. Software may not be let, leased or lent. Any infringements shall be punishable in accordance with § 106 UrhG (German Copyright Act).

##### Liability

AFZ Rostock GmbH shall not be liable for the conduct of participants during online learning. AFZ Rostock GmbH shall not be obliged to check any data exchanged between participants in terms of their

completeness, accuracy and lawfulness and reserves the right to remove any illegal or undesirable contents at any time and without consultation with the responsible party at its own discretion.

## II. Hotel Accommodation Contract

### 1. Scope of Application

These Standard Terms and Conditions of Business shall apply to contracts concerning the renting of hotel rooms of AFZ Rostock GmbH for the purpose of accommodation as well as all further services and supplies of AFZ Rostock GmbH provided for the customer in this connection (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" shall comprise and replace the following terms: accommodation, guest accommodation, hotel and hotel room contract.

### 2. Contract Conclusion, Contracting Partner, Period of Limitation

The contract shall be entered into through the acceptance of the application by the booking person by AFZ Rostock GmbH. AFZ Rostock GmbH shall confirm the room booking in writing (letter, fax, email, also without electronic signature).

The contracting partners shall be AFZ Rostock GmbH and the booking person. If the booking person has acted for a third party who is to take over the costs of the hotel accommodation, he/she shall be liable to AFZ Rostock GmbH for all obligations under the Hotel Accommodation Contract as long as he/she does not provide AFZ Rostock GmbH with the written confirmation of the third party in which the latter declares to take over the costs for hotel accommodation.

All claims against AFZ Rostock GmbH shall, as a matter of principle, become statute-barred within one year from the statutory commencement of the period of limitation. Damage claims shall become statute-barred, regardless of corresponding awareness, within five years, unless they are based on an impairment of life, limb, health or freedom. These damage claims shall become statute-barred regardless of awareness within 10 years. The shorter period of limitation shall not apply in the event of claims based on an intentional or grossly negligent infringement of obligations by AFZ Rostock GmbH.

### 3. Services, Prices, Payment, Offsetting

AFZ Rostock GmbH shall be obliged to keep the booked rooms available and provide the agreed services. If accommodation in its own premises is not possible, AFZ Rostock GmbH shall also be entitled to use accommodation in adequate premises within walking distance of the company grounds of AFZ GmbH.

The customer shall be obliged to pay the agreed or applicable prices of AFZ Rostock GmbH for the making available of the room and the services used. This shall also apply to services and expenses of AFZ Rostock GmbH for third parties caused by the customer. The agreed prices shall be deemed to include the respectively applicable statutory value added tax.

AFZ Rostock GmbH may make its consent to a subsequent reduction of the number of booked rooms, the services provided by AFZ Rostock GmbH or the duration of stay requested by the booking person and/or the payer dependent on the price for the rooms and/or the other services of AFZ Rostock GmbH being increased appropriately.

Billing shall, as a matter of principle, be made electronically. To this effect the booking person and / or the payer shall mention an email address. If the booking person and / or the payer requests the sending of a bill in paper form, a lump sum of EUR 5.00 shall be charged on top for this. Bills of AFZ Rostock GmbH without any due date shall be payable within 10 days from receipt of the bill without deduction. AFZ Rostock GmbH may demand the immediate payment of all due receivables at any time from the contracting partner and / or the payer. In the event of default in payment, AFZ Rostock GmbH shall be entitled to charge for every reminder a cost sharing of EUR 2.50 as well as default interest in the amount of 5% above the base rate. Evidence of a higher damage shall be reserved for AFZ Rostock GmbH, and the contracting partner may prove lower costs and / or a lesser damage.

AFZ Rostock GmbH shall be entitled to demand upon the conclusion of the contract an appropriate advance payment or collateral in the form of a credit card guarantee, a down payment or the similar. The amount of advance payment and the terms of payment shall be agreed upon by individual contracts in text form.

In justified cases, eg arrears in payment of the contracting partner or extension of the contract scope, AFZ Rostock GmbH shall be entitled to demand after

the conclusion of the contract until the commencement of the stay an advance payment or collateral within the aforementioned meaning or an increase in the advance payment or collateral agreed in the contract up to the full agreed remuneration.

Furthermore, AFZ Rostock GmbH shall be entitled to demand at the commencement and during the stay from the booking person and/or the payer an appropriate advance payment or collateral – as described herein before – for existing and future receivables under the contract, unless this has already been furnished in accordance with the aforementioned provisions.

If AFZ Rostock GmbH must initiate collection procedures with costs, a lump sum in the amount of EUR 22.00 may be charged to the debtor; the debtor shall be entitled to prove that the actual costs are lower. The customer may only settle or offset against an uncontested or legally binding claim against the claim of AFZ Rostock GmbH.

### 4. Rescission of the Customer (Revocation/Cancellation/Non-Availment of the Services of AFZ Rostock GmbH (No Show))

A rescission of the contract concluded with AFZ Rostock GmbH by the booking person/payer must be declared to AFZ Rostock GmbH no later than 14 days before the day of arrival in text form. If the rescission is received in due time, the booking person / payer shall be released from all liabilities. If the deadline is not met, the agreed price must be paid even if the contractual services are not used.

If another deadline for a free of charge rescission of the contract has been agreed upon between AFZ Rostock GmbH and the booking person/payer, the rescission may be declared by then, without triggering any claims to payment or damages of AFZ Rostock GmbH. The right of rescission shall expire if it has not been exercised by the agreed date in text form vis a vis AFZ Rostock GmbH.

In the event of rooms not used, AFZ Rostock GmbH may take into account the income from any other letting of these rooms and the saved expenses. If the rooms are not let otherwise, AFZ Rostock GmbH may demand the contractually agreed remuneration and deduct a lump sum for the saved expenses of AFZ Rostock GmbH. The booking person/payer shall be obliged in this case to pay at least 80% of the contractually agreed price for accommodation

with or without breakfast, 70% for half board and 60% for full board packages. He shall be free to prove that the aforementioned claim has not arisen in the demanded amount.

#### 5. Rescission by AFZ Rostock GmbH

If it has been agreed that the booking person / payer may rescind the contract free of charge within a certain period, AFZ Rostock GmbH shall likewise be entitled during that period to rescind the contract if there are requests from other customers for the contractually booked rooms and the booking person and / or payer does not waive his right of rescission after further consultation of AFZ Rostock GmbH.

If a requested advance payment or collateral agreed upon or demanded in accordance with Clause 3 of the Hotel Accommodation Contract is not paid or if collateral is not furnished even after the lapsing of an appropriate subsequent period allowed by AFZ Rostock GmbH, AFZ Rostock GmbH shall likewise be entitled to rescind the contract.

Furthermore, AFZ Rostock GmbH shall be entitled to rescind the contract on objectively justified grounds on an extraordinary basis even if force majeure or other circumstances for which AFZ Rostock GmbH is not responsible make compliance with the contract impossible, if rooms or function rooms are booked culpably with misleading or wrong facts which are essential for the contract and which are stated for instance concerning the person of the customer or the purpose of his stay, if AFZ Rostock GmbH has justified reasons after the conclusion of the contract for the assumption that the use of the hotel service may jeopardise the smooth operation or the security and / or the reputation of AFZ Rostock GmbH in the public without this being attributable to the sphere of responsibility and organisation of AFZ Rostock GmbH or if the purpose and/or the occasion of the stay is illegal.

In the event of justified rescission of AFZ Rostock GmbH there shall be no claim to damages for the customer.

#### 6. Room Booking, Handover and Return

The contracting partner shall not acquire any claim to the provision of certain rooms unless this has been expressly agreed upon in text form. Any

booked rooms shall be available to the customer on the agreed arrival date from 3 pm onwards. The contracting partner shall not have any claim to any earlier provision.

On the agreed departure day, the rooms must, as a matter of principle, be made available cleared no later than by 8 am to AFZ Rostock GmbH. After that AFZ Rostock GmbH may charge, due to the late clearing of the room, for use beyond the contract until 6 pm 50% of the full accommodation price (rack rate), and 100% after 6 pm. Any contractual claims of the contracting partner shall not be established as a result of this. He shall be free to prove that AFZ Rostock GmbH has not had any or an essentially lower claim to a usage fee.

The contracting partner and/or the person accommodated by him shall not be entitled to access any premises of AFZ Rostock GmbH outside the hotel during the time from Monday to Saturday after 9 pm to 7 am as well as on Saturday during the time from 3 pm to Monday 7 pm.

#### 7. Liability

AFZ Rostock GmbH shall be liable for its obligations under the contract. Any claims of the contracting partner to damages shall be excluded. This shall not apply to damage from the impairment of life, limb or health, if AFZ Rostock GmbH is responsible for the infringement, other damage based on an intentional or grossly negligent infringement of obligations by AFZ Rostock GmbH or damage based on an intentional or negligent infringement of typical contractual obligations of AFZ Rostock GmbH. An infringement of obligations of AFZ Rostock GmbH shall be equivalent to an infringement by a statutory representative or vicarious agent. If there are any disruptions or shortcomings in respect of the services provided by AFZ Rostock GmbH, AFZ Rostock GmbH shall endeavour to remedy the situation if it becomes aware of it or immediately after a corresponding complaint. The contracting partner shall be obliged to contribute anything which can be reasonably expected of him, to remedy the disruption or keep a possible damage low.

AFZ Rostock GmbH shall not be liable for any objects deposited.

If a space is made available on the parking area of AFZ Rostock GmbH, even against payment, this shall

not establish any contract of deposit. In the event of disappearance

or damage on the grounds of AFZ Rostock GmbH of any motor vehicles parked or manoeuvred and their content, AFZ Rostock GmbH shall not be liable, except in the event of wrongful intent or gross negligence of employees of AFZ Rostock GmbH. The aforementioned provisions shall apply mutatis mutandis to the exclusion of any damage claims directed against AFZ Rostock GmbH.

Messages, mail and deliveries of goods for guests shall be treated with the customary own care. AFZ Rostock GmbH shall take over the reception, storage and – on request – subject to payment their forwarding. The aforementioned provisions shall apply mutatis mutandis to the exclusion of damage claims against AFZ Rostock GmbH.

### III. Events

#### 1. Scope of Application

These Standard Terms and Conditions of Business shall apply to contracts concerning the rental use of conference, seminar and function rooms as well as event equipment of AFZ Rostock GmbH for the conduct of seminars, meetings, presentations, celebrations, etc as well as for all services provided and deliveries made by AFZ Rostock GmbH for the contracting partner in this connection.

Any subletting or reletting of the rooms or spaces made available shall require the prior consent of AFZ Rostock GmbH.

Standard terms and conditions of business of the contracting partner shall only apply if this has been expressly agreed upon in advance in text form.

#### 2. Conclusion of Contract / Period of Limitation

The contract shall be entered into through the acceptance of the application of the booking person to be declared in text form by AFZ Rostock GmbH, who shall become, as a result, basically first a contracting partner.

If the booking person is not the event organiser himself, but if the organiser brings in a commercial intermediary or an agency, the booking person shall be obliged to provide a declaration by the organiser

in text form according to which the latter takes over all obligations as a contracting partner of AFZ Rostock GmbH. Only then a contract shall be entered into between AFZ Rostock GmbH and the organiser. All claims against AFZ Rostock GmbH shall, as a matter of principle, become statute-barred within one year of the statutory commencement of the period of limitation.

Damage claims shall become statute-barred regardless of their awareness within five years, unless they are based on an impairment of life, limb, health or freedom. These damage claims shall become statute-barred regardless of their awareness within 10 years. The reduction of the periods of limitation shall not apply to claims which are based on an intentional or grossly negligent infringement of obligations of AFZ Rostock GmbH.

#### 3. Services / Prices / Payment

AFZ Rostock GmbH shall be obliged to provide the services ordered and confirmed by AFZ Rostock GmbH.

The contracting partner shall be obliged to pay the agreed and / or valid prices for these and other services used. This shall also apply to services and expenses of AFZ Rostock GmbH for third parties caused by him, more particularly also to claims of performing rights societies. The contractually agreed prices shall include the respectively applicable statutory value added tax – unless otherwise agreed upon.

If the period between the conclusion of the contract and the provision of the service exceeds four months, AFZ Rostock GmbH shall reserve the right to make price changes without prior announcement.

Billing shall, as a matter of principle, be made electronically. For this purpose, the payer must submit an email address. If the payer wants to have a bill sent in paper form, a lump sum in the amount of EUR 5.00 shall be charged in addition for that.

Invoices of AFZ Rostock GmbH without due date shall be payable within 10 days from receipt of the invoice without deduction. AFZ Rostock GmbH may demand immediate payment of all claims due at any time by the payer. In the event of default in payment AFZ Rostock GmbH shall be entitled to charge for every reminder a cost sharing of EUR 2.50 plus default interest in the amount of 5% above the base

rate. AFZ Rostock GmbH may prove any higher damage and the payer may prove any lower damage. If AFZ Rostock GmbH must initiate a collection procedure with costs, a lump sum in the amount of EUR 22.00 may be charged to the debtor if the payer does not prove that the actual expenditure is lower.

At the conclusion of the contract, AFZ Rostock GmbH shall be entitled to demand from the customer an appropriate advance payment or collateral in the form of a credit card guarantee, an advance payment or the similar. The amount of the advance payment and the payment dates shall be agreed upon in an individual contract in text form.

In justified cases, eg arrears in payment of the customer or extension of the contractual scope, AFZ Rostock GmbH shall be entitled to demand, even after the conclusion of the contract until the commencement of the event, an advance payment or collateral within the aforementioned meaning or an increase of the advance payment or collateral agreed upon in the contract up to the full agreed remuneration.

The customer may only offset or settle an uncontested or legally binding claim against the claim of AFZ Rostock GmbH.

#### 4. Cancellation / Rescission by the Customer

The contracting partner shall be entitled to rescind the contract free of charge by a declaration to be made in text form vis a vis AFZ Rostock GmbH without stating any reasons if the declaration is received by AFZ Rostock GmbH 14 days prior to the commencement of the event. If a rescission is not made in due time, the agreed price must be paid even if the contractual services are not used and a reletting is no longer possible.

If a deviating deadline for a free of charge rescission of the contract has been agreed upon in text form between AFZ Rostock GmbH and the contracting partner, he may rescind the contract up to that date without triggering any claims to payment or damages of AFZ Rostock GmbH. The right of rescission shall expire if it is not exercised by the date agreed upon vis a vis AFZ Rostock GmbH in text form.

If a customer rescinds the contract between the 14 th and 7 th day prior to the commencement of the event, AFZ Rostock GmbH shall be entitled to charge

in addition to the agreed rent for rooms and conference equipment, 35% of any lost food sales and for any later rescission 70% of the food sales. If a meeting flat rate per participant has been agreed upon, AFZ Rostock GmbH shall be entitled to charge for a rescission between the 14 th and 7 th day before the commencement of the event 60%, for any later rescission 85% of the meeting flat rate x number of participants agreed upon.

There shall not be any refund for any ordered services not used. The deduction of any saved expenses shall be deemed to be taken into account by the aforementioned provisions. The customer shall be free to prove that the aforementioned claim has not arisen or not arisen in the claimed amount.

#### 5. Rescission of AFZ Rostock GmbH

If it has been agreed that the contracting partner may rescind the contract free of charge within a certain period, AFZ Rostock GmbH shall likewise be entitled during that period to rescind the contract if there are requests from other interested parties for contractually booked function rooms and the contracting partner does not waive his right of rescission after further consultation of AFZ Rostock GmbH.

If a requested advance payment or collateral agreed upon or demanded in accordance with Clause 3 of the terms and conditions of the organisation of events is not paid or if collateral is not furnished even after the lapsing of an appropriate subsequent period allowed by AFZ Rostock GmbH, AFZ Rostock GmbH shall likewise be entitled to rescind the contract.

Furthermore, AFZ Rostock GmbH shall be entitled to rescind the contract on objectively justified grounds on an extraordinary basis even if force majeure or other circumstances for which AFZ Rostock GmbH is not responsible make compliance with the contract impossible, if rooms or function rooms are booked culpably with misleading or wrong facts which are essential for the contract and which are stated for instance concerning the person of the organiser or the purpose of the event, if AFZ Rostock GmbH has justified reasons for the assumption that the event may jeopardise the smooth operation or the security and/or the reputation of AFZ Rostock GmbH in the public without this being attributable to the sphere of responsibility and organisation of AFZ

Rostock GmbH or if the purpose and/or the occasion of the event is illegal or if a requested advance payment has not been made or a collateral has not been furnished.

In the event of justified rescission of AFZ Rostock GmbH there shall be no claim to damages for the customer.

#### 6. Changes in the Number of Participants and Event Period

Any change in the number of participants by more than 5% must be notified no later than five working days (working days shall be deemed to be from Monday to Friday) prior to the commencement of the event to AFZ Rostock GmbH; it shall require the consent of AFZ Rostock GmbH in text form. The price to be charged for food and / or beverages shall be governed by the number of participants registered, even if less participants have appeared. If the mentioned number of participants is exceeded, the actual number of participants shall be authoritative for the charging of the price of foods and/or beverages. The room rent shall not be affected by any change in the number of participants.

If the agreed start and end times of the event change and if AFZ Rostock GmbH agrees to these deviations, AFZ Rostock GmbH may reasonably charge the additional readiness to provide services unless AFZ Rostock GmbH is responsible for the postponement.

#### 7. Bringing Along of Food and Beverages

As a matter of principle, the customer may not bring along or order own food and beverages for events. If the making available of own food and beverages is desired, it shall be necessary to first enter into a written individual agreement about the modalities of the bringing along, the storage, the later removal and/or disposal as well as the mark-up to be paid in this respect.

#### 8. Technical Equipment and Connections

If AFZ Rostock GmbH procures technical and other equipment of third parties for the customer at the latter's request, it shall act for the account of the customer. The customer shall be liable for the careful handling and proper return. He

shall indemnify AFZ Rostock GmbH against all claims of third parties from the transfer of use of this equipment.

The use of own electrical equipment of the customer using the power grid of AFZ Rostock GmbH shall require the latter's prior consent in text form. Any disruptions or damage to technical equipment of AFZ Rostock GmbH occurring as a result of the use of this equipment shall be at the expense of the customer, unless AFZ Rostock GmbH is responsible for them. Any power costs incurred as a result of the corresponding use may be recorded and charged on a flat rate basis by AFZ Rostock GmbH.

The customer shall only be entitled to use own telephone, telefax and data transmission equipment and connect them to the networks and grids of AFZ Rostock GmbH, subject to a prior consent of AFZ Rostock GmbH to be declared in advance in text form, AFZ Rostock GmbH may charge a connection fee in this respect.

If any suited equipment of AFZ Rostock GmbH is not used because of the connection of own equipment of the customer, a remuneration for the loss incurred may be charged.

Any disruptions in respect of technical or other equipment made available by AFZ Rostock GmbH shall be remedied immediately as far as possible. Payments may not be retained or reduced because of such disruptions. The contracting partner shall be free to assert any claims to reduction or damages later by way of recovery claim if he believes that AFZ Rostock GmbH is responsible for the disruptions.

#### 9. Loss or Damage to Objects Brought Along / Liability

The contracting partners of AFZ Rostock GmbH shall be fully liable for any damage or loss caused by them, their guests or third parties instructed by them in respect of the property of AFZ Rostock GmbH, in particular the function rooms, the equipment, the furnishings or the event equipment, possibly jointly and severally in addition to the latter. The organiser shall be responsible for taking out the corresponding insurance policies. AFZ Rostock GmbH may demand proof of such insurance policies. Any use of the premises made available to the customer deviating from the contractual agreement, in particular, for other purposes or with a dif-

ferent character (eg sales event instead of excursion, political party event instead of continuing education event) shall entitle AFZ Rostock GmbH to terminate the contractual relationship without notice, without the claim to the agreed compensation no longer applying in that respect. The delivery, mounting, dismantling and removal of exhibition and other objects shall be carried out by the principal at the latter's sole risk. Any details must be co-ordinated no later than one week prior to the commencement of the event with AFZ Rostock GmbH. This shall apply mutatis mutandis if food and beverages are brought along and / or made available. AFZ Rostock GmbH shall not be liable for damage or loss in respect of objects brought in. In the same way AFZ Rostock GmbH shall only be liable for objects of the ordering party disappearing or damaged if its legal representatives and/or vicarious agents have acted intentionally or grossly negligently. Any exhibition or other objects, including personal ones brought along shall be at the risk of the customer on the premises of AFZ Rostock GmbH.

The customer shall be obliged to contribute anything which can be reasonably expected of him in order to remedy the disruption and keep a possible damage low.

#### 10. Obligations

Decoration material must comply with the fire police requirements and may only be affixed, as for the rest – just as any other objects – with the consent of AFZ Rostock GmbH. The affixing of decoration materials on the walls using adhesives, adhesive strips, furniture staplers, nails and screws shall be prohibited. Any damages caused by them shall be charged to the organiser. At the end of the event, any objects brought in must be removed immediately from the function rooms. If this is not carried out and objects must be removed by AFZ Rostock GmbH from function rooms and stored by it, the corresponding expenditure must be remunerated by the organiser and shall be the remuneration shall be governed at least by the room rent agreed upon per event day. AFZ Rostock GmbH may demand evidence from a public authority concerning compliance with the fire protection requirements by the objects brought in. The use of the name and/or trademark "AFZ Aus- und Fortbildungszentrum Rostock GmbH" for any purposes shall require the written approval of AFZ

Rostock GmbH. Any audio and video rights for recordings at AFZ Rostock GmbH shall pass without any special agreement expressly to AFZ Rostock GmbH.

In particular newspaper ads, which include invitations to personal interviews shall, as a matter of principle, require the prior, written consent of AFZ Rostock GmbH. If a publication is made without the consent of AFZ Rostock GmbH and if this impairs material interests of AFZ Rostock GmbH, AFZ Rostock GmbH shall have the right to cancel the event; the obligation to pay the agreed remuneration shall continue to apply. Moreover, AFZ Rostock GmbH shall have the right to charge licensing and usage fees. If AFZ Rostock GmbH has justified grounds to assume that the event risks to jeopardise the smooth operations, the security or the reputation of the house and / or the guests, as well as in the event of force majeure or internal turmoil, it may cancel the event. The costs of security measures which have become necessary as a result of the event may be charged to the organiser / contractual partner of the event. AFZ Rostock GmbH does not need to prove to the latter the need for the security measures. A justified ground for the security measure shall be sufficient.

#### IV. Final Provisions

The applicable rules of the house as well as the provisions governing conduct in the case of fire of AFZ Rostock GmbH, which are publicly displayed, shall be deemed to be an integral part of these Standard Terms and Conditions of Participation and shall apply to all activities in the premises and on the company grounds of AFZ Rostock GmbH; for other event locations, the corresponding local rules of the house shall apply.

Any amendments to the contract, the acceptance of the application or the Standard Terms and Conditions of Business must be made in text form. Any unilateral amendments by the contracting partner shall be invalid. Any ancillary agreements shall not be valid unless in writing. This shall also apply to the waiver of the written form.

The place of performance and payment shall be the registered office of AFZ Rostock GmbH. Electronic bills shall only be recognised as such if they are received under the account [rechnung@afz-rostock.de](mailto:rechnung@afz-rostock.de).



The exclusive place of jurisdiction – also in respect of disputes concerning cheques and bills of exchange – shall be in commercial transactions the registered office of AFZ Rostock GmbH. If a contracting partner meets the requirements of § 38.2 ZPO (German Code of Civil Procedure) and has no general registered office in Germany, the place of jurisdiction shall be the registered office under company law of AFZ Rostock GmbH.

German law shall be the applicable law. The application of the UN CISG and the Conflict of Laws Provisions shall be excluded.

Should individual provisions of these Standard Terms and Conditions of Business be or become invalid or void, the validity of the remaining provisions shall not be affected. As for the rest, the statutory provisions shall apply. In such a case the contracting parties shall agree instead of the invalid provision on a valid one which comes as close as economically possible to the regulatory purpose of the original provision in economic terms. This shall apply *mutatis mutandis*, if a provision proves to have an omission.