

#### **General Terms and Conditions of Use**

### These conditions were last updated on 23. June 2017

#### **Preamble**

In the case that you do not agree with the Terms and Conditions of Use as a user of this Website or as a Registrant (applicant) on this Website or as a participant at the European Chemistry Partnering (ECP), please refrain from use, registration or participation. You may only opt for services and products related to the ECP as well as use this Website if you agree to the General Terms and Conditions of Use as described below:

The organizer, BCNP Consultants GmbH, reserves the right to change the General Conditions and Terms of Use. As a user, Registrant or participant, you are required to review the General Conditions and Terms of Use. In the event that you do not agree to the General Conditions and Terms of Use, you are prohibited from using the products and services of the European Chemistry Partnering, related partnering events and any services offered by the organizer in this regard.

#### 1. Scope

These General Conditions and Terms of Use refer to the purchase of services and products offered by BCNP Consultants GmbH, Frankfurt am Main, Germany (organizer) under the framework of the "European Chemistry Partnering" congress and similar events.

The services and products referred to above include all offers related to the European Chemistry Partnering (ECP) and its derivatives (i.e. events and congresses following a similar format).

The General Conditions and Terms of Use also include the use of the Website and the services offered on it at: www.european-chemistry-partnering.com

The General Conditions and Terms of Use ensure that the services and products offered online as well as the Website of the organizer of the European Chemistry Partnering are used responsibly and that the rights and obligations between users and the organizer are clearly regulated.

Please note that these General Terms and Conditions of Use include all services and products, which means that some passages may not be relevant to you.

### 2. Agreement to these Terms and Conditions

By using the Website of BCNP Consultants, as well as the products and services associated with the European Chemistry Partnering, you thereby agree to these terms and conditions of use.



#### 3. Registration

On the Website of the European Chemistry Partnering, <u>www.european-chemistry-partnering.com</u>, which can also be accessed via other Internet domains, a person can register for the European Chemistry Partnering.

A "Registrant" or "Customer" (male or female) can be a participant, an exhibitor, a presenter or a sponsor. The Registrant shall act in his own name or act with authority on behalf of a company or on behalf of another person from whom the Registrant has received authority.

The Registrant shall take legal note of the General Conditions and Terms of Use at the time of registration and must ensure that any authorized substitute participant is informed of the General Conditions and Terms of Use.

That said, the following applies:

- a) Participants can pre-register via the ticketing system offered. Payment by the Registrant or participant will only be initiated after confirmation by the organizer.
- b) The agreement to register on this Website is concluded between BCNP Consultants GmbH and the Registrant, or the company that this person represents as a "Registrant".
  - The Registrant can, at the same time, also be the user of the services of this Website and of the services or products of the ECP, or is a person who, in his organization, has the authority of the User to act on his behalf.
- c) The Registrant agrees that he, as a "Registrant", uses the services of this Website and the services and products of the ECP solely in a manner which complies with these General Terms and Conditions of Use ensuring that all applicable Laws and regulations are observed.
- d) The "Registrant" agrees that the information provided along with the application to purchase a service or product in connection with the ECP is correct, comprehensive and applicable, and that the "Registrant" has the authorization of his/her organization and a person there and that the personal data supplied may be made available as user information.
- e) In order to access some of the services on this website and thus services and products of the ECP, the Registrant must select a password during the registration process, alternatively a password can be assigned to the registering party, which must then be changed. We would like to point out that the Registrant is responsible for maintaining the confidentiality of the password, as well as for any related activities on this Website. The Registrant agrees not to share the User Name and Password with others, nor to give others the opportunity to use it without the consent of the Organizer. The sole exception to this is the internal transfer to a trusted recipient within in the respective organization



- f) The Registrant agrees to notify the organizer of the ECP imediately of any unauthorized use of the user name or password or any other security breach, as soon as he/she becomes aware of it. (Partnering@european-chemistry-partnering.com).
- g) The Registrant agrees to compensate any damages attributable to the Registrant to the organizer of the ECP as a result of improper use of the Website and/or as a result of the improper use of services and products in connection with the ECP. This includes statutory, administrative or technical costs resulting from such a claim.
- h) The Registrant is required to inform the organizer immediately if he leaves the organization with which his profile was linked during the registration process. Use of this Website after leaving the organization under which the application was made is not permitted. Damage resulting from such an infringement is the responsibility of the Registrant who will be required to pay for damages.

#### 4. Participation Fees: Products and Services

- a) General:
- i. Fees for participants include all rights associated with a specific service or product of the European Chemistry Partnering. Each participant is fully responsible for the organization of his/her own travel to and from the conference location as well as for his/her accommodation.
- ii. The European Chemistry Partnering is an industry conference which aims to bring together industry representatives to discuss cooperative and financial development of innovation in chemistry and its related industries. The organizer of the ECP reserves the right to limit the number of participants from certain professional groups to maintain the partnering character of the event between participants from the chemical industry. The decision is at the discretion of the organizer.

### b) Participant

- i. The payment of a participation fee allows one person to participate in the European Chemistry Partnering. This includes participation in the Welcome, the Keynote, the Partnering, the Pitches as well as the Exhibition and the final Get-together. In as much as conference documents are distributed, they are also included in the participation fee. This also applies to catering and the refreshments supplied.
- ii. The Registrant is responsible for the correct classification for himself as a participant or for the person for whom he/she is acting correctly in the respective category. In case of doubt, the Registrant can contact the organizer. The organizer reserves the right to refuse registration if this has not been done in the right category. Legal recourse is excluded. The decision to allow participation and the classification of a participant into a particular participant group is the sole responsibility of the organizer.
- iii. The allocation to the categories and the price of tickets are the responsibility of the organizer.



- iv. The organizer reserves the right to offer an on-site registration on the day of the event. This will then be done via conventional credit cards. Any additional costs as well as credit card fees are to be paid in full by the participant.
- c) Partnering
- i. Participation in the Partnering is included in the participation fees for all participants.
- ii. Partnering discussions are anticipated to last 20 minutes
- d) Exhibitor

The purchase of an exhibition stand includes the right to exhibit in a format specified by the organizer on the Website (currently: a Rollup up to 1.2 meters wide, plus table and two chairs). Table and chairs are included in the price. Other services are not included and not provided. An exhibitor can, however, contact the organizer for special requirements, <a href="mailto:partnering@european-chemistry-partnering.com">partnering.com</a>. The cost of additional exhibition furniture or equipment is to be fully covered by the exhibitor.

- e) Presenter (Pitch)
- i. Booking a short presentation (Pitch) involves the right to make a short presentation on the company's innovations within a given time frame.
- ii. The allocation of time slots for the pitches is the sole responsibility of the organizer. The allocation is made at specific times, which are announced on the Website. For the sake of clarity for all participants, for organizational reasons or for other reasons, the organizer can assign pitches to topics, headings or categories. The choice of the topics and the allocation of companies to topics, headings or categories, for the smooth running of the event, is the exclusive right and responsibility of the organizer.
- iii. The duration of the short presentations (Pitch) is six (6) minutes for small and medium-sized enterprises according to the definition of the European Union (EU), and for companies that no longer correspond to this EU definition twelve (12) minutes.
- iv. The organizer reserves the right to the hold short presentations (pitches) simultaneously in different rooms, for organizational reasons, for example in case of high demand.
- f) Sponsors
- i. Sponsorship can be set-up within the framework of guidelines provided by the organizer or can be customized. Interested parties should contact the organizer directly: partnering@europeanchemistry-partnering.com.



#### 5. Payment

- a) All prices quoted are in Euro (EUR).
- b) All prices include value added tax according to German law.
- c) All costs are to be paid in such a way that transfer costs, taxes and other expenses are born by the Registrant or the participant (customer) and not by the organizer.
- d) The organizer works with a ticketing provider for payment processing and invoice generation. The current provider is XING Events GmbH (a subsidiary of Xing AG, Hamburg District Court, registration number: HRB 98807). The general terms and conditions of this company apply. The organizer of the European Chemistry Partnering has no influence over the structure and organization of the payment processing or the generation of invoices. The Registrant alone is responsible for data entry and the correctness of such data. If required, Registrants can request assistance from the organizer who will be glad to help. Responsibility for the content and nature of the registration lies solely with the Registrant. Furthermore, any costs arising from cancellation or duplication of applications must be borne by the Registrant.
- e) The ticketing system is integrated into the Website of the European Chemistry Partnering.
- f) The Registrant, or the Participant agrees to receive electronic invoices; They do not contain a signature and do not need to contain special digital signature certificates or other security devices.
- g) The organizer reserves the right not to mention participants in the conference documents (print, Internet) if payment has not been received.

### 6. Cancellation

- a) Cancellation can only be made after payment has been successfully completed.
- b) In principle, tickets or other services and products are transferable to persons belonging to the same organization. Please contact the organizer at least four weeks before the event, partnering@european-chemistry-partnering.com.
- c) Cancellation is possible up to three months before the event. A cancellation fee of 50% of the respective ticket price will be charged. No refund is possible for cancellations made later.
- d) The cancellation is made via the organizer's ticketing partner (Xing Events GmbH).
- e) Sponsorship agreements are excluded from the above cancellation policy.

### 7. Copyright

- All rights, titles and interests (including all copyrights, database rights and other intellectual property rights) in the products and services of the European Chemistry Partnering belong to the organizer BCNP Consultants GmbH. They are registered trademarks or intellectual property.
- b) Any unauthorized use of the names, logos, trademarks or other intellectual property relating to European Chemistry Partnering is prohibited. The organizer's express consent is required for use. The organizer draws attention to names, logos and trademarks of other companies or organizations of any kind which appear on the products and services of the organizer of the European Chemistry Partnering, such as this Website. These are representations of ECP's sponsors, supporters and media partners. The use of these by third parties is also prohibited. Permission for use can only be granted by the respective company or organization.



- c) By participating in the European Chemistry Partnering or by using the Website, no proprietary rights are acquired in connection with products or services related to the ECP. As a user, Registrant or participant, you agree not to misuse the Website, i.e. not to decompile, change and further develop or to sublicense, or develop derivative products and services based on European Chemistry Partnering and its Website. You may not use, copy, save, download, modify, reproduce, publish, distribute, transmit, or otherwise misuse any information on the Website of the organizer and European Chemistry Partnering.
- d) Participants at the ECP and users of this Website are allowed to link to this Website, provided the linking is legal and does not violate the reputation of the organizer.

## 8. Photography and Video

a) Photographic and film recordings are made at the European Chemistry Partnering or other partnering conferences arranged by the organizer.

The photographs or film clips show situations typical of a partnering event. They reflect the events of the partnering and show people in discussion situations. The pictures show close-ups or individual people and groups. The people in the pictures can / might be clearly identifiable.

These photos or footage are used to illustrate the Website of the European Chemistry Partnering or other marketing materials, such as flyers, booklets, programs, conference papers, press articles, small gifts (Give-aways), as well as use on the Websites of the European Chemistry Partnering and related and derived pages. This includes Social Media, such as LinkedIn, Xing, Facebook, Instagram, and others.

b) By registering and participating in the European Chemistry Partnering, you agree to such photo and film recordings as described here. At the same time, you grant the organizer the right to use one or more pictures on which you are seen personally as a participant, alone or in a group of people in an environment characterized by the venue and the individual character of the event by the participants of that day and objects (e.g. exhibition stands). Photos showing non-business-specific motifs that go beyond the character and usual situations of the European Chemistry Partnering are not used by the organizer or only after acquiring the express permission of the persons shown.

# 9. General rights and liability

- a) The organizer reserves the right to modify, postpone or cancel the structure, organization and schedule, as well as the framework and rules of individual elements of the European Chemistry Partnering and its derivatives without prior notice.
- b) The organizer reserves the right to refuse a request (pre-registration) or an individually submitted request for a product or service of the European Chemistry Partnering at his own discretion, or retroactively to discontinue or to interrupt the registration if the use of a product or service is contrary



to the interests of the organizer or other users and participants, or if the character of the event is thus put in question, e.g. because certain consultative professions are already clearly represented.

- c) The organizer reserves the right to refer to the companies of delegates and to use them in the marketing activities and promotion of the European Chemistry Partnering. This also applies to use in press releases and news published on Social Media.
- d) The organizer reserves the right to discontinue or cancel certain products and services. In this case, a full refund of fees paid will be given to the participant or the Registrant. However, compensation beyond the fees already paid is not granted or paid.
- e) In the event that the European Chemistry Partnering cannot take place due to circumstances beyond the control of the organizer (force majeure), the organizer is only obligated to reimburse participants, users or Registrants pro rata, minus the costs incurred by the organizer for the preparation of the event. Events which could trigger such a situation include, among others and without limitation, war or terrorist attacks, civilian national, international or other crises, putsch, strikes, legislation, regulations or other governmental instructions, or climatic or other natural catastrophes such as heatwave, fire, earthquake, volcanic eruption, hurricane, flood, epidemics or any other unforeseen occurrences which the organizer is not responsible for.
- f) In principle, the organizer bears no responsibility and assumes no liability for self-defined goals set by the users, Registrants or participants themselves which are not achieved. This applies in particular to loss of profit, loss through damage to data, savings not achieved, interest, loss or damage to the reputation or achievement of Goodwill or other indirect specific consequential damage of any kind. An exception is gross negligence on behalf of the organizer. In this case, any claim for reimbursement is limited to the full amount paid in fees for participation, exhibition, shortpresentation (Pitch) or sponsorship.
- g) In the event that a participant has made no business contacts by the end of the European Chemistry Partnering and has not managed to engage in discussions despite making efforts to do so by following all of the instructions supplied by the organizer for a successful European Chemistry Partnering, the organizer, in the person of Dr. Holger Bengs, Managing Director of BCNP Consultants GmbH, provides a money-back guarantee. The prerequisites as described on the Website www.europeach-chemistry-partnering.com are definitive. To take advantage of the moneyback guarantee, the organizer's tips for a successful European Chemistry Partnering must also be read and applied, www.europeach-chemistry-partnering.com.
- h) The statements, views and opinions of speakers at the conference, sponsors or participants are their own and do not necessarily represent the opinion of the organizer. Responsibility for the information in the partnering system or in the Who-is-Who (A to Z) on this Website is that of the participating companies and their persons/agents acting in their own responsibility.
- i) Recommendations made by the organizer on this Website, or in promotional material used for the ECP, or in his newsletter or other electronic media, e.g. in the context of hotel or travel bookings using internet links to various affiliate programs from various suppliers in different categories. This is



done to ensure variety of selection and to increase the possibility of choice for users, Registrants and participants (customers).

- j) The organizer will make every effort to ensure that the Website, products and services meet the highest standards. The organizer shall furthermore ensure that the Website is generally available without interruption and is available in a timely manner and is safe to use and error-free. Defects, once known to the organizer will be corrected urgently. Appropriate precautions continue to be taken to ensure that the Website of the European Chemistry Partnering remains free from Internet viruses. This also applies to the downloads provided. A guarantee however, cannot be given. Therefore, the organizer accepts no liability for possible defects or costs incurred by the user by the use or non-use of the Website, products and services.
- k) The European Chemistry Partnering and its Website provide formats for participants and companies to provide information for other participants. This relates, among others, to the partnering system or the Who-is-Who (A to Z). Data provided by participants, Registrants, users and customers in these different areas are solely the responsibility of these persons. The organizer of the ECP accepts no liability for the correctness of this content or liability for risks arising from the use or non-use of these contents.
- I) The Website of the European Chemistry Partnering and the affiliated partnering system may contain Internet links to other Websites registered by the user, Registrants or participant. The organizer of the ECP assumes no responsibility for the use and content of these Websites.
- m) For the Partnering system which is integrated into the Website of European Chemistry Partnering the organizer cooperates with a provider, Meeting Mojo Ltd., (British Company number: 07760135). The general terms and conditions of this company apply to the use of the partnering. The organizer of the European Chemistry Partnering has no influence on the structure and organization of the partnering. The user/ Registrant / participant (customer) is solely responsible for the entry and the correctness of his/her data. The organizer will gladly offer assistance in registering if requested to do so. The responsibility for the content and type of registration lies solely with the Registrant.

### 10. Severability clause

Should individual provisions of the General Terms and Conditions of Use be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the General Terms and Conditions of Use and the Conditions of Use shall remain unaffected. The ineffective or impracticable provision shall be replaced by the effective and enforceable regulation whose effects are closest to the economic objective pursued by the contracting parties with the ineffective or impracticable provision. The foregoing provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

### 10. Court of jurisdiction

These General Terms and Conditions of Use are subject to the law of the Federal Republic of Germany. The court of jurisdiction is Frankfurt am Main.





# 11. Contact

In case of questions please contact the organizer of the European Chemistry Partnering: BCNP Consultants GmbH

Varrentrappstraße 40-42

60486 Frankfurt am Main

Germany

partnering@european-chemistry-partnering.com