



Date: 25.09.2020

Conditions of Participation for Exhibitors

1. Basic Principles

These Conditions of Participation regulate the participation as Exhibitor at the Virtual Trade Fair „Virtual Coil Show“ (hereinafter referred to as „VCS“ or „Trade Fair“). The Conditions of Participation apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code) (see item 3).

The Conditions of Participation are accepted by the Exhibitor as legally binding when registering for the Trade Fair.

2. Organizer

Organizer of the VCS is SynFlex Elektro GmbH, with headquarters at Auf den Kreuzen 24, in 32825 Blomberg, Germany, e-mail: info@virtual-coil-show.com, represented by the managing directors Mr. Stefan Karsch and Mr. Fritz-Hubertus Hasse (hereinafter referred to as „Organizer“). The Trade Fair is organized in cooperation with VRtual X GmbH.

3. Exhibitors

The Trade Fair is aimed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

The Exhibitor books a virtual booth according to the available booth packages (BASIC, MEDIUM, PREMIUM or PROFESSIONAL) as well as additional services, if applicable, such as product placement or other advertising measures for the purpose of presenting and marketing products and services in the electrical industry sector.

By registering, the Exhibitor confirms that participation in the VCS serves commercial purposes and that the registration is made within the scope of a business activity.

4. Date / Deadline for Registration

The Trade Fair takes place on January 21, 2021 from 09:00 till 18:00 (Central European Time, MEZ / CET) as a virtual event on the Internet. Deadline for Registration is December 15, 2020.



5. Registration / Conclusion of Contract / Registration Procedure

Interested parties may contact the Organizer by phone or e-mail. To register, a registration form must be completed in full, signed with a legally binding signature and returned to the Organizer.

A Contract shall be deemed concluded when the Organizer confirms the Registration. After Registration and full payment of the participation fee as well as complete delivery of the data required for design / personalization by the Exhibitor, the Organizer will grant the Exhibitor access to the virtual exhibition stand by means of a personal URL in good time before the start of the Trade Fair, in general 2 to 3 weeks before the exhibition date. The Exhibitor can then adapt his stand once.

Following this adaptation, the Exhibitor must release the stand on his part. This release by the Exhibitor must be made at the latest one week before the date of the Trade Fair.

The next step is the finalization and final activation of the exhibition stand by VRtual X.

Changes requested by the Exhibitor after approval by the Exhibitor are liable to costs.

6. Withdrawal / Cancellation by the Exhibitor

The Exhibitor may withdraw from the Contract free of charge before receipt of the order confirmation. After receipt of the order confirmation, withdrawal or cancellation is only possible against payment of the following cancellation fee:

Cancellations until October 31, 2020:	20 % of the price of booked services
Cancellations until November 30, 2020:	50 % of the price of booked services
Cancellations until December 15, 2020:	80 % of the price of booked services
as of December 16, 2020:	100 % of the price of booked services

The Exhibitor shall be entitled to provide evidence that the Organizer has not incurred any damage or has incurred significantly less damage than would have been covered by the cancellation fee. If the Exhibitor can provide such evidence, he must only compensate the correspondingly lower, proven damage.

7. Registration Fee / Due Date

The Registration Fee and costs for additional services can be found in the price list available on the Internet at [www. www.virtual-coil-show.com](http://www.virtual-coil-show.com).

Immediately after Registration, the Exhibitor will receive an invoice for the Registration Fee and any additional services booked. The invoice shall be paid after the invoice has been issued within the period of time stated in the invoice. If no period is specified in the invoice, the invoice is payable net within 15 days. If the period of time between registration/ invoicing and the start of the Trade Fair is less than 15 days, the full Registration Fee must in any case be credited to Organizer's account before the start of the Trade Fair.

If the Registration Fee is not paid in a timely manner, the Organizer may exclude the Exhibitor from participation in the Trade Fair.



8. Variations in Time

The Organizer is entitled to postpone the Trade Fair for good cause and with reasonable consideration of the interests of the Exhibitors, to shorten or extend the Trade Fair times, to cancel or interrupt the Trade Fair prematurely. Good cause in this meaning is in particular:

- The occurrence of technical problems, especially software problems.
- Concrete indications that violations of the law will occur in the course of implementing the Trade Fair, e.g. due to infringement of industrial property rights.
- Reasons which impair the execution of the Trade Fair in such a way that the purpose of the Trade Fair for the Exhibitors and/ or visitors cannot be achieved or can only be achieved with considerable restrictions.

9. Cancellation of the Trade Fair

The Organizer may cancel the Trade Fair at his reasonable discretion and with reasonable consideration of the interests of the Exhibitors and withdraw from the Contract with the Exhibitor if the execution of the Trade Fair should be economically unreasonable due to an insufficient number of participants or if the execution should be impossible or only possible at disproportionate expense for other reasons for which the Organizer is not responsible.

In the event of cancellation of the Trade Fair, the Organizer will inform the Exhibitor immediately and refund in full any Registration Fees and other fees already paid. Unless the Organizer has acted with intent or gross negligence, further claims based on the Cancellation of the Trade Fair are excluded.

10. Services of the Organizer

The virtual trade fair stand is made available to the Exhibitor from the time of activation until the end of the Trade Fair.

The Organizer creates and designs the Internet pages and the virtual venue at his own discretion.

The virtual booths will be personalized by the Organizer in accordance to the booked stand package and the specifications of the Exhibitor.

If booked by the respective Exhibitor, the Organizer provides additionally booked services, e.g. advertising services according to the respective advertising packages.

The Organizer determines the presentation and location of the virtual stand at his own discretion.

The Exhibitor has no claim to a specific stand or space in the virtual exhibition room.

The Organizer may change his range of services at any time, as long as the essential contractual obligations are not fundamentally changed.



11. Obligations of the Exhibitor

The Exhibitor undertakes to participate in the Trade Fair.

The Exhibitor shall ensure at his own expense that he meets the necessary access requirements and that he has the necessary software and hardware at his disposal.

The Exhibitor is obliged to submit the information, data and graphics required for the design of the virtual exhibition stand and any advertising packages booked, to the Organizer at the latest by January 7, 2021. If the Exhibitor does not provide these data in due time, the Organizer may exclude the Exhibitor from participation in the Trade Fair without further notice and deactivate the corresponding stand without refunding the Registration Fee or any other payments.

During the Trade Fair, the Exhibitor must ensure that at least one competent and specialized person can be contacted via the virtual trade fair stand and that inquiries on part of visitors are directly replied to during these times.

The exhibition stand must always be used by the Exhibitor himself. Use of the stand by several companies is only possible if these companies can be identified jointly as Exhibitor on registration.

Subletting of the stand to third parties is only permitted with the prior consent of the Organizer.

The Exhibitor is responsible for texts, pictures, graphics, editorial contributions or other contents used or linked by him to personalize the virtual exhibition stand. The Exhibitor must ensure that he does not infringe any third party rights, competition law or other legal provisions when designing the trade fair stand and participating in the Trade Fair.

In the event that claims are asserted against the Organizer by third parties due to the alleged violation of third party rights or of competition law or other legal provisions by the Exhibitor, the Exhibitor shall indemnify the Organizer from all claims asserted as well as from the costs for the necessary defense against such claims.

12. Right of Use and Copyright

The Exhibitor grants the Organizer the right to use the name and logo of the Exhibitor for the purpose of promoting the Trade Fair and any potential subsequent events, as well as for the implementation of the Trade Fair.

The services offered by the Organizer, speakers and Exhibitors are generally protected by trademark or copyright.

Recording, duplication, distribution or any other commercial use of the lectures and documents disclosed in the course of the Trade Fair is not permitted unless both the Organizer and the respective Exhibitor/ speaker have expressly agreed to such use.



13. Privacy Policy

The Exhibitor has taken note of the Data Protection declaration of the Organizer which is available at www.virtual-coil-show.com. On the part of the Organizer, the Trade Fair will be carried out in cooperation with the partner VRtual X GmbH. In this respect, the Organizer is required to pass on the registration data and contact details of the respective contact persons to VRtual X GmbH.

14. Warranty

The Organizer must provide the services regulated in these Conditions of Participation in accordance with the contract and free of material defects and defects of title which rescind or abate the suitability for the use stipulated in the contract or the usual use.

The Organizer assumes no guarantee for the execution of the Trade Fair.

The general program is subject to alterations and such alterations shall not constitute any shortcoming.

Any objections by the Exhibitor as to the services provided or to be provided by the Organizer must be reported to the Organizer immediately so that the Organizer can immediately eliminate the reason for the objection. The Organizer shall not be liable for any damage caused by late notification or which could have been avoided by timely notification.

15. Liability

The Organizer is liable without limitation in accordance with the statutory provisions for injury to life, physical condition or health as well as in accordance with the provisions of the Product Liability Act and to the extent of a guarantee assumed by the Organizer as well as for damage which the Organizer, his legal representatives or servants have caused intentionally or by gross negligence. Liability for damage caused by minor negligence by the Organizer, his legal representatives or his servants, for whatever reason, is excluded.

However, the aforementioned shall not apply in the event of a breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the Exhibitor regularly relies and may rely (essential contractual obligation), namely the participation as an Exhibitor at the Trade Fair. In the event of such a breach of an essential contractual obligation, the liability of the Organizer is limited to the damage that is foreseeable and typical for the type of business in question.

Further liability of the Organizer does not exist. The aforementioned limitation of Liability also applies to the personal liability of employees, representatives and bodies of the Organizer.



Virtual Coil Show

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16. Miscellaneous

Place of performance is Blomberg, Germany. The exclusive place of jurisdiction for all disputes arising in connection with these Conditions of Participation as well as the implementation and participation in the Trade Fair is at the courts responsible for Blomberg, Germany.

These Conditions of Participation as well as the execution and participation in the Trade Fair are subject to German law.

This language version is a translation from the German language. It serves only to improve communication with our foreign language partners. In the event of any discrepancies and legal disputes arising from the text of the contract, the German original version shall take precedence.

www.virtual-coil-show.com

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