

Fraunhofer Institute for
Laser Technology ILT

DQS zertifiziert nach DIN EN ISO 9001
Reg.-Nr.: DE-69572-01

Steinbachstr. 15
52074 Aachen, Germany

General Terms and Conditions (GTC)

for attending the event “**LaP 2016 – 2nd Conference on Laser Polishing**”
organized by the Fraunhofer Institute for Laser Technology ILT, Aachen, Germany

1. Subject; Contracting party

1.1. The Fraunhofer Institute for Laser Technology ILT (hereinafter: Fraunhofer ILT) is host and organizer of various public and non-public events (hereinafter events).

1.2. The Fraunhofer ILT is a legally dependent entity of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastrasse 27c, 80686 Munich, Germany, and is represented by the Board: Prof. Dr.-Ing. Reimund Neugebauer, President; Prof. Dr. Alfred Gossner and Dr. Alexander Kurz. The registration court is the Municipal Court of Munich, Association Registration No. VR 4461 (hereafter "Fraunhofer") All rights and obligations stemming from these General Terms and Conditions lie, therefore, with Fraunhofer.

1.3. Contact and correspondence address for all issues related to the event:

Fraunhofer Institute for Laser Technology ILT

Steinbachstr. 15

52074 Aachen, Germany

Phone +49 241 8906-213

Fax: +49 241 8906-121

laserpolishing@ilt.fraunhofer.de

1.4. The following provisions apply for contracts to participate in the events. Deviating, contradictory or supplementary conditions of the contracting party are not part of the contract unless Fraunhofer ILT expressly agrees to them.

2. Registration; Conclusion of Contract

2.1. Registration for the events takes place online via the registration form, which can be accessed on the website <http://www.ilt.fraunhofer.de/en/fairs-and-events/events/lap-2016.html>. Registration is only possible until March 15, 2016.

2.2 Online registration is a binding offer to participate in the event. After you complete the online registration, Fraunhofer ILT will send you electronic confirmation of receipt of the application to the e-mail address specified in your registration. This information does not constitute acceptance of the contract. A contract for the participation in the event is concluded by the explicit confirmation of participation by Fraunhofer ILT, which Fraunhofer ILT will send you along with an invoice for the participation fee by e-mail.

2.3. The admission to the event is not transferable to third parties. In justified exceptions, Fraunhofer ILT shall agree to transfer the authorization to attend the event. However, you have no claim to this.

3. Content of the Event

3.1. The content of the event can be found in the program, which is available within the event announcement on the website <http://www.ilt.fraunhofer.de/en/fairs-and-events/events/lap-2016.html>.

3.2. The program sequence or the program content are subject to change and do not entitle a participant to a reduction of the participation fee. Fraunhofer ILT will make an effort to announce any changes in the program sequence or the program content in due time.

4. Participation Fee; Payment

4.1. The registration fee includes conference materials, lunch or a snack, coffee breaks on the booked conference day. The amount of the participation fee and the cost of other additional services not included in the registration fee (e.g. evening events) can be found in the description of the event, which is available on the website <http://www.ilt.fraunhofer.de/en/fairs-and-events/events/lap-2016.html>

4.2. The participation fee must be paid either by bank transfer or by credit card (Visa/MasterCard).

If you pay by bank transfer, the invoice number and your name must be indicated on the transfer statement. If you pay by credit card, a surcharge of 2% gross shall be added to invoice amount.

4.3. Payments must be made in euro. The participant must bear any bank transaction fees incurred in making the payment.

4.4. The payment of the participation fee is due within 14 days after receipt of the invoice in accordance with Clause 2.2 of these rules and shall be made without any deduction. Decisive is the date of receipt of payment on the account of Fraunhofer ILT. Partial payments are not possible.

5. Statutory Revocation Right for Your Registration for the Event

If you are a consumer, you are entitled to a statutory right to withdraw your participation, which will be described in the following. A consumer is someone who concludes a legal transaction for a purpose that can neither be attributed to his or her commercial nor independent professional activities (Paragraph 13, German Civil Code).

Revocation Instructions

Right of Revocation

You have the right to revoke this contract within fourteen days without specifying a reason.

The revocation period shall be fourteen days from the date the contract is concluded.

To exercise your right, you have to inform us,

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by means of a clear explanation (e.g. a letter, fax or an e-mail) about your decision to revoke this contract. You can use the attached revocation form template, but it is not compulsory.

To observe the revocation period, it is sufficient that you send your notice concerning the exercise of the right before the expiration of the revocation period.

Consequences of Revocation

If you revoke this contract, we will immediately reimburse all payments we receive from you, including the costs of delivery (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than the least expensive standard we have offered you) within fourteen days from the date on which we have received the notification that you revoke this contract. For this reimbursement, we use the same method of payment that you used in the original transaction, unless we expressly agreed otherwise with you; in any case you will not be charged any fees for the reimbursement.

If you required that the services should begin during the revocation period, you have to pay us an appropriate amount in proportion to the services rendered up to the date on which you notified us of your right of revocation in comparison to the overall level of services provided by the contract.

Template Revocation Form

(If you want to revoke the contract, please fill out this form and send it back.)

- To

Fraunhofer Institute for Laser Technology ILT

Steinbachstr. 15

52074 Aachen, Germany

Fax: +49 241 8906-213

e-mail: laserpolishing@ilt.fraunhofer.de

- Hereby I/We (*) revoke my/our (*) contract entered into for the purchase of the following goods (*)/provision of the following service/s (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only for paper form)

- Date

(*) Delete where inapplicable.

6. Cancellation of Registration; Cancellation of Event by Organizer; Withdrawal from Contract by Organizer

6.1. For cancellations received by March 01, 2016, the registration fee minus 90, - EUR processing costs will be refunded. For cancellations after March 01, 2016, the registration fee will be charged in full. The surcharge of 2 % gross of the total for payments by credit card is non-refundable.

6.2. Cancellations must be made in writing and must be sent to laserpolishing@ilt.fraunhofer.de.

6.3. In case the event is cancelled by the organizer, no fee has to be paid. Payments already made will be refunded.

6.4. Fraunhofer ILT is entitled withdraw from the contract on participation in the event without the need for a payment reminder and a deadline if the fee is not paid within the period specified in Clause 4.4.

7. Picture Material of the Event; Portraits of Participants

7.1. You are only allowed to make and use picture material (e.g. photographs, film footage) of the event for private purposes. Any commercial use of this material requires the prior express written consent of Fraunhofer ILT.

7.2. Fraunhofer ILT is entitled to make, during the event, pictures in which participants may be photographed, and to use this material for purposes of documentation, for accompanying or subsequent reporting, and for advertising this event after it has ended, for public relations work. It may publish the pictures or to let third parties (e.g. the press) use them for these aforementioned purposes.

8. Liability

8.1. Unlimited liability: Fraunhofer liable is for intent and gross negligence. Fraunhofer is liable for slight negligence in accordance with the Product Liability Act, as well as for damages resulting from injury to life, limb or health of persons.

8.2. Limitation of Liability: Fraunhofer is liable for slight negligence only

- if there is a breach of a fundamental contractual obligation, the fulfillment of which makes it possible to correctly execute the contract to begin with and on whose compliance the signatory can regularly trust (cardinal obligation), and
- limited in amount to the damages typical and foreseeable when this contract was concluded.

8.3. This limitation of liability also applies in favor of subcontractors of Fraunhofer.

9. Copyright and Rights of Use

The materials obtained in the course of the event have been copyrighted. The distribution, exhibition, public disclosure, public display and reproduction – apart from acts of reproduction for exclusively private purposes within the terms of paragraph 53 of the German Copyright Act – are permitted only with the express consent of Fraunhofer ILT.

10. Final Provisions

10.1. Should one or more provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected.

10.2 Changes or additions to these General Terms and Conditions must be made in writing. This also applies to the change of the written form requirement.

10.3. German law applies to all claims arising from or in connection with this contractual relationship to the exclusion of the provisions of the United Nations Convention and Contracts for the International Sales of Goods (CISG), the so-called United Nations Sales Law.

10.4 If the contracting party is a merchant in terms of the German Commercial Code, a legal entity under public law or under public special assets, the city of Munich is the exclusive place of jurisdiction for all disputes arising out of or in connection with contracts between Fraunhofer and the contracting party.

11. Please note!

Where fulfilment of contractual obligations Fraunhofer ILT requires a permit due to national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions), contractual performance will be subject to authorization by the competent authority; in case the authorization is not granted, there shall be no breach of contract or contractual obligation on Fraunhofer ILT's part. The same applies if fulfilment of the contract should be prohibited due to the regulations cited.

Any damage compensation obligation due to delays or obstructions to performance in view of national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions) is expressly barred. The same applies to other claims (such as repayment or guarantee claims, which are due to advance payment bonds, etc.).

If the Client is entitled under the contractual provisions in any specific case to award licenses to the research and development results for use outside of Germany as well, the Client shall comply with any applicable German, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions)..

Status: December, 2015