

Fraunhofer Institute for Laser Technology ILT

DQS certified by DIN EN ISO 9001 Reg.-Nr.: DE-69572-01

Steinbachstr. 15 52074 Aachen, Germany

General Terms and Conditions (GTC)

for attending the event

"Symposium in the Honor of Prof. Reinhart Poprawe – Digital Photonic Production and Industrie 4.0 and what it means for education and research"

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 Forderung 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 events:

Fraunhofer Institute for Laser Technology ILT

Steinbachstr. 15

52074 Aachen, Germany

Phone +49 241 8906-0

Fax: +49 241 8906-121

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 using the password-protected registration form, which can be accessed on the website www.ilt.fraunhofer.de/honorary-symposium. Registration is open until May 7, 2019.
- 2.2. Online registration is a binding offer to participate in the event. After you complete the online registration, Fraunhofer ILT will send you an electronic confirmation of receipt of the application to the e-mail address specified in your registration.
- 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 www.ilt.fraunhofer.de/honorary-symposium.
- 3.2. We reserve the right to make changes to the program schedule or to the content of the program. Fraunhofer ILT makes every effort to notify changes in the program flow or program content in due time.

4. Participation Fee; Payment

4.1. Participation in the symposium in honor of Prof. Reinhart Poprawe on June 23, 2019 is free of charge.

5. Picture Material of the Event; Pictures of Participants

- 5.1. 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.
- 5.2. Fraunhofer ILT is entitled to make pictures during the event 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.



6. Liability

- 6.1. 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.
- 6.2. 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.
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7. 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 II T

8. Data Protection

The organizer processes personal data collected in connection with registration and participation in the event in compliance with the applicable data protection regulations. Further information, in particular on the purposes and scope of the processing, as well as the rights of the persons concerned, can be found in the <u>data protection</u> information of the organizer, which is referred to during the registration for the event.

Fraunhofer

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.

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).

State: February 2019