

## General Terms and Conditions of the Deutsche Gesellschaft für Materialkunde e.V.

### 1. Definitions and validity of the conditions

All business relationships are based exclusively on these General Terms and Conditions. They are an integral part of all contracts that the Deutsche Gesellschaft für Materialkunde e.V. (hereinafter referred to as DGM) concludes with contractual partners. They shall also apply to all future contracts, even if they are not separately agreed again.

Terms and conditions of the contractual partner or third parties shall not apply, even if DGM does not separately object to their validity in individual cases. Even if the contractual partner refers to a letter that contains or refers to terms and conditions, this does not constitute agreement with the validity of those terms and conditions.

### 2. Formation of the contract

If the contract is concluded, the contract is concluded with the Deutsche Gesellschaft für Materialkunde e.V.

Kamillenweg 16-18  
53757 Sankt Augustin, Germany

### 3. Event participation, implementation and utilization

The contract is concluded by the registration of the participant and the acceptance of the registration by the organizer. Registration can be made in writing, online or by e-mail and is binding. Acceptance of the registration is made by written confirmation or an invoice to the participant or the invoice recipient. By accepting the registration, the participant acknowledges the organizer's General Terms and Conditions.

#### 3.1. Performance and participation fees

The participation fee applies per person and event date. Unless expressly stated otherwise in the offer, the service offer includes participation in the respective event date and, if applicable, event documents and accompanying events. The scope of the service is primarily determined by the service description.

Hotel accommodation, travel and other costs are not included in the participation fee, unless this is explicitly stated in the service description.

The DGM reserves the right to replace announced speakers with others and to make necessary changes to the event program while maintaining the overall character of the event, as well as to postpone event dates and/or relocate the event venue and/or offer it as an online event.

#### 3.2. Authorization to participate in an event

The presentation of events in advertising (flyers, complete program, e-mail, newsletter, etc.) and on the Internet does not constitute a legally binding contractual offer by the DGM, but is a non-binding invitation to interested parties to book events. By sending the registration form or another corresponding written declaration of registration (via the Internet, e-mail, letter or fax) for the desired event, the interested party submits a binding offer to conclude a contract. After checking the offer, the registration is confirmed by the DGM in writing or in text form by e-mail and is thus legally binding. The confirmation contains an Internet reference to the DGM's General Terms and Conditions. A claim to participation only arises with this confirmation. In the case of online events, the participant will also receive the link to the virtual event room by e-mail shortly before the event. In the case of face-to-face events, information on how to get there will be sent to the participant shortly before the event. Registrations will be considered in the order in which they are received, as places are limited depending on the event.

#### 3.3. Exclusion of participation

In special cases (e.g. disruptive behavior, vandalism, non-attendance, late payment), the DGM may exclude the participant from further participation. In such cases, there is no entitlement to a refund of the participation fee.

#### 3.4. Implementation of the events

The event can be canceled without giving reasons. Fees already paid will then be refunded; the contracting parties shall have no further claims. A change of lecturer or venue does not entitle the participant to withdraw from or cancel the contract.

If an event is prevented from taking place due to a disruption at the event venue or in the event of "force majeure" (including cases such as war, revolutions, strikes, natural disasters or pandemics that are beyond our control), we may postpone the event once to a reasonable new date or hold the event as an online event. If the event is held purely online, the participation fee for on-site tickets will automatically be adjusted to the participation fee for online participation. An alternative date within the next 12 weeks for non-seasonal events is deemed appropriate. If an event cannot be held within a reasonable period of time or if the "force majeure" lasts longer than three months, we will cancel the event and you will be refunded the event fee, if paid. Refund claims by a participant due to merely temporary disruptions to an event (particularly in the case of digital events) are excluded.

#### 3.5. Rights of use and copyright

##### 3.5.1. Photos, videos and audio recordings

At DGM events, photos, videos or audio recordings may be made for the purpose of public relations or marketing. By registering, you agree that such recordings may be made, used and published by the DGM or its representatives, including on the Internet, in social media or in print media.

##### 3.5.2. Copyright protection

The contents and materials of all DGM events are protected by copyright. The copyright lies either with the DGM itself or, if explicitly stated, with the respective author or publisher.

##### 3.5.3. Restricted rights of use

Participants are only granted a simple, non-transferable right of use for personal use. Any changes to the content or editing, copying for third parties, making available to the public, commercial use, removal of copyright notices, labels or trademarks and posting on the Internet or other networks are prohibited.

##### 3.5.4. Image and sound recordings

Visual and audio material created by the DGM during events may be published and distributed within the DGM network. The creation of image and sound recordings by participants is not permitted.

##### 3.5.5. Responsibility for submitted content

Content submitted by participants may not infringe the intellectual property of third parties unless permission has been granted by the rights holder or the use is permitted by law. Participants are legally responsible for the content they submit.

### 3.5.6. Granting of rights to the DGM

By posting and presenting content at an event, participants grant DGM the worldwide, non-exclusive, royalty-free right to use such content, including hosting, publishing, distributing, modifying, displaying and reproducing it.

### 3.5.7. Rights of the author

Authors retain all rights to their scientific results. They merely grant the DGM the right to online publication and electronic storage within the DGM network. The DGM undertakes to appropriately identify the author as the author of the work.

## 4. Cancellation policy for consumers

### 4.1. Right of withdrawal

As a consumer within the meaning of Section 13 of the German Civil Code (BGB) (private individuals), you have the right to cancel your registration in writing without giving reasons. The withdrawal period is 14 days from the date of confirmation of registration by the DGM (conclusion of contract).

A right of revocation does not apply to contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, transportation of goods, vehicle rental, delivery of food and beverages, as well as services in connection with leisure activities, conferences, congresses, and further education and training, if the contract provides for a specific date or period for the provision of services, in accordance with Section 312g (2) sentence 1 no. 9 BGB. In these cases, every order or booking is binding immediately after confirmation and obliges the customer to accept and pay for the booked services.

This right of revocation also expires prematurely if the booked service has taken place or if the customer has already used the booked service, i.e. by using/logging in the access data sent.

To exercise the right of withdrawal, you must inform DGM of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### 4.2. Consequences of revocation

If you withdraw from the contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 21 days from the day on which we are informed about your decision to withdraw from the contract. For the repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

## 5. Cancellation conditions

The conditions for cancellation of participation by the participant depend on the type of event.

The DGM will gladly accept a substitute participant to be named in writing at no additional cost. Any difference between the participant price of e.g. members and non-members or other categories may be charged. Cancellation must be made in writing (by e-mail, letter or fax). The date of receipt of the e-mail or the post/fax stamp shall apply.

### 5.1. Conferences and congresses

Cancellation of participation by the participant is possible up to 60 days before the start of the event. In this case, the processing fee is 50% of the participation fee. Thereafter, 100% of the participation fee must be paid.

In addition, the supplementary registration and cancellation conditions of the respective event may apply.

### 5.2. Training and online courses

Cancellation of participation by the participant is possible up to 30 days before the start of the event. In this case, the processing fee is a flat rate of EUR 100. Thereafter, 100% of the participation fee must be paid.

## 6. Terms of payment for participants

DGM reserves the right to invoice the agreed service electronically by e-mail.

After receipt of the invoice, the participation fee must be paid within the period stated on the invoice, usually 14 days, without deduction, stating the full invoice and customer number. Payment is made at the participant's discretion using the payment methods offered, which are listed when the invoice is sent by e-mail. The DGM reserves the right to exclude certain payment methods for (online) events and in individual cases. Payment by sending cash or checks is not possible.

If the participant defaults on payment, DGM shall be entitled to demand default interest of 5.0 percentage points p.a. from consumers within the meaning of § 13 BGB (German Civil Code) and 9.0 percentage points p.a. above the applicable base interest rate within the meaning of (§ 247 para. 1, § 288 para. 1 BGB) from other contractual partners.

VAT-liable portions of the event price (e.g. the so-called catering flat rate) are shown accordingly and charged at the applicable full VAT rate. These cannot be deselected or booked separately in the course of the events.

DGM reserves the right to adjust prices, even at short notice.

## 7. Use of the services

You agree to use the Services only in compliance with these Terms and the regulations and laws relevant to you.

For some services (or parts thereof), DGM may require or offer optional registration for a user account. You are responsible for accurately and truthfully completing and keeping current all information required as part of any registration. You are also responsible for maintaining the security of your password. You may not create accounts in an automated manner.

The user account is held by DGM, but can also be used within a group of companies, e.g. by a subsidiary.

For some services (or parts thereof), DGM allows you to configure a personal profile picture. You are responsible for ensuring that your profile picture is not abusive, does not infringe any copyright, trademark or other rights and does not offend other users.

For some services (or parts thereof) you can define a personal URL (web address). DGM reserves the right to change or reject this URL, e.g. because you intentionally or unintentionally infringe the trademark rights of a third party or have chosen an offensive URL.

You may not pretend to be someone else.

You undertake not to intentionally disrupt or interrupt the services in any way.

You agree not to reproduce, copy, sell, trade or redistribute the Services.

DGM reserves the right (but is not obligated) to review, filter, edit, refuse or delete any content or accounts within the Services. You acknowledge that by using the Services, you may be exposed to data that is offensive, indecent or otherwise objectionable.

## 8. Exhibitions

### 8.1. Organizer

The DGM (hereinafter referred to as the organizer) organizes conferences, congresses, training courses, etc., possibly with an accompanying exhibition. The organizer is entitled to transfer rights or obligations arising from the contractual relationship between the exhibitor and the organizer in whole or in part to third parties.

These General Terms and Conditions and all other conditions included by the organizer, such as special conditions of participation and any technical conditions for the respective exhibition, shall apply exclusively. Any deviating terms and conditions of the exhibitor shall not be recognized.

### 8.2. Offer, conference/exhibition theme, exhibitor, co-exhibitor

#### 8.2.1. Offer

The organizer offers the exhibitor presentation space/exhibition space for rent with the trade fair event. In addition, the organizer, or third parties commissioned by it, may provide further services, such as the rental of stand structures and furniture, stand construction, sponsoring and advertising activities.

#### 8.2.2. Event/exhibition theme

The topic of the event/exhibition is sufficiently specified in the special conditions of participation or on the website of the respective event.

#### 8.2.3. Exhibitors, admission of companies and exhibits

All domestic and foreign manufacturers and service companies as well as those companies authorized by a manufacturing plant to present its products may be admitted. All exhibits must correspond to the list of goods and services drawn up by the exhibitor for this exhibition or to the conference/exhibition theme and, if applicable, be precisely described in the application (which is also an application for admission). The stand must also be approved by the organizer in accordance with item 5.2.4. Exhibits other than those registered and approved by the organizer may not be exhibited. The organizer shall decide on the admission of companies, co-exhibitors and additionally represented companies (see item 5.2.2.4) as well as exhibits. There is no legal entitlement to admission. Organizers of joint stands are not considered exhibitors. For a joint stand, an exhibitor must therefore submit an application that lists the other participants in the joint stand as co-exhibitors.

#### 8.2.4. Co-exhibitors and additionally represented companies

The admission of co-exhibitors and additionally represented companies (this also includes affiliated companies such as subsidiaries or sister companies) must be applied for in writing. An additional fee may have to be paid for each co-exhibitor and each additionally represented company.

### 8.3. Registration

Registration for a conference-accompanying exhibition and the ordering of further services must be carried out exclusively on the registration forms or the organizer's website, subject to acceptance of the General and Special Conditions of Participation and, if applicable, the Technical Conditions. The exhibitors' exhibits must be described in detail, including weight and dimensions in the case of plant and machinery. At the request of the organizer, product descriptions must be submitted for presentation purposes. The registration is completed upon receipt by the organizer and is binding until notification of admission or non-admission by the organizer.

### 8.4. Admission, conclusion of the contract

The organizer decides on the acceptance of the application and the admission of the exhibitor, if necessary after a clarifying discussion. Admission as an exhibitor shall be confirmed in writing by the organizer. The sending of an invoice for the ordered service to the customer shall also be deemed confirmation of admission. With the sending of the confirmation, the exhibition contract and the agreement on further services between the exhibitor and the organizer shall be deemed to have been concluded in a legally binding manner. If the content of the confirmation of admission (e.g. stand space, allocation plan) differs from the content of the exhibitor's application, the contract shall be concluded in accordance with the content of the confirmation of admission, unless the exhibitor objects in writing within two weeks. The organizer is entitled to revoke admission if it was granted on the basis of incorrect information or conditions.

### 8.5. Terms of payment for exhibitors

For admission to the event, the payment deadlines specified in the Special Terms and Conditions of Participation of the respective event/exhibition must be observed and complied with. Prior and full payment of the invoice amounts is a condition for occupying the exhibition space, for any entry in an exhibitor directory and for the issue of exhibitor passes. All invoice amounts of all invoices issued by the organizer or by a third party commissioned by the organizer in connection with the event must be transferred to the account specified in the invoice without any deductions, stating the invoice number, free of charges and in euros. The DGM reserves the right to invoice the agreed service electronically by e-mail.

### 8.6. Resignation

#### 8.6.1. Right of withdrawal of the organizer

If the exhibitor fails to make payments due under the contract, the organizer may withdraw from the contract if it has unsuccessfully set the exhibitor a reasonable deadline for payment. The setting of a deadline is dispensable in the cases of § 323 Para. 2 BGB. The organizer may also withdraw from the contract if the exhibitor breaches his contractual obligation to respect the rights, legal interests and interests of the organizer and the organizer can no longer be reasonably expected to adhere to the contract. In all of the aforementioned cases of withdrawal by the organizer, the organizer shall also be entitled to demand all agreed payments from the exhibitor as lump-sum compensation in addition to the withdrawal. However, the organizer may also claim further damages. The exhibitor may demand a reduction in the lump-sum compensation if he can prove that the organizer has incurred less damage than the lump-sum compensation claimed.

#### 8.6.2. Right of withdrawal of the exhibitor

Once the exhibitor has been admitted to the event and the contract has been concluded, it is generally no longer possible for the exhibitor to withdraw from the contract or reduce the stand area, unless the reason for withdrawal is due to gross negligence or intent on the part of the organizer. The same applies to any additionally agreed services. If the exhibitor cancels his participation in the event, the organizer shall be entitled to dispose of the space rented to the exhibitor elsewhere. This shall apply irrespective of whether the exhibitor has a right of withdrawal. An exhibitor who cancels his participation in the event without being entitled to a right of withdrawal must make all agreed payments to the organizer if the exhibition space remains unrented for the event. This shall also apply if the organizer has utilized the space elsewhere. In this case, however, the organizer must take into account the value of the expenses saved as well as the benefits he receives from the alternative use of the exhibition space. Further agreements on the withdrawal of the exhibitor may result from the Special Terms and Conditions of Participation of the event.

### 8.7. Force majeure, cancellation of the event

If an event and accompanying exhibition cannot take place or is canceled by the organizer due to force majeure or other reasons for which the organizer is not responsible, each party shall bear its own costs incurred up to that point. The organizer shall not be liable for damages or disadvantages suffered by the exhibitor. If the organizer has incurred costs in advance that are to be borne by the exhibitor in accordance with the General Terms and Conditions, the Special Terms and Conditions of Participation valid for the event or in accordance with other contractual provisions, these costs shall be reimbursed by the exhibitor. If the organizer is forced to vacate an event area temporarily or for a longer period of time or to postpone or shorten the event due to force

majeure or other reasons for which it is not responsible, this shall not justify any right of withdrawal or termination or any other claims, in particular no claims for damages on the part of the exhibitor against the organizer.

## 8.8. Liability, indemnification, statute of limitations, offsetting

### 8.8.1. Liability of the organizer

Claims for damages and reimbursement of expenses by the exhibitor (hereinafter: claims for damages) are excluded. This shall not apply if the organizer is liable under mandatory law, in particular in cases of intent, gross negligence, injury to life, limb or health or breach of material contractual obligations. However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health; this limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law. In particular, the organizer shall not be liable to exhibitors who are entrepreneurs, legal entities under public law or special funds under public law for damage to and loss of objects, stand equipment and stand elements brought in by the exhibitor, irrespective of when such damage or loss occurred. The same applies to vehicles parked on the event site by exhibitors and their employees or agents. The above provisions do not imply a change in the burden of proof to the disadvantage of the exhibitor.

### 8.8.2. Exhibitor's liability, exhibitor's obligation to provide insurance cover

The exhibitor shall be liable for all damage caused by him, his employees, his agents or culpably. In particular, the exhibitor shall also be liable for all damage culpably caused by breach of the duty of care incumbent upon him; in particular also if supply and drainage lines, toilet or heating systems, power lines, etc. are handled improperly. The exhibitor must ensure that visitors and third parties do not damage anything or injure persons in his exhibition area.

The exhibitor shall be liable for all personal injury or damage to property caused by visitors or third parties due to inadequate supervision by the exhibitor in connection with the event. The exhibitor is liable for all damage to buildings, halls and furniture caused by the exhibitor himself or his employees, vicarious agents and representatives or their employees. The exhibitor shall also be liable for all damage to window and door glass and shop windows caused by himself or his employees, vicarious agents and representatives or their employees, unless caused intentionally or by gross negligence on the part of the organizer or its vicarious agents. The exhibitor shall be liable for all damage arising from the commissioning of technical equipment brought in by the exhibitor, unless the damage is due to intent or gross negligence on the part of the organizer or its vicarious agents. Before setting up machinery, equipment and other structures, the exhibitor must enquire with the organizer or the person responsible for the event venue about the permissible load, in particular point loads, on the hall floors and observe the maximum loads communicated. Each exhibitor is obliged to take out insurance with adequate cover for the aforementioned risks with an insurer licensed in the European Union and to make all payments due for this in good time.

### 8.8.3. Responsibility for legal, in particular competition law, admissibility and permissibility with regard to property rights; indemnification of the exhibitor

The exhibitor is solely responsible for the legal admissibility, in particular under competition law, of the data, images, etc. and advertisement(s) published in any exhibitor directory, any trade fair catalog and any Internet database set up at his instigation, and for ensuring that these do not infringe any industrial property rights (e.g. trademark law, copyright) of a third party. Should a third party assert claims against the organizer due to the inadmissibility of an advertisement or other published data under legal or competition law or due to an infringement of industrial property rights, the exhibitor shall indemnify the organizer against all claims asserted, including all costs of necessary legal defense. The exhibitor shall also be obliged to provide this indemnification if claims are asserted on the basis of an advertisement or other published data of a co-exhibitor of the exhibitor or a company additionally represented on the exhibitor's stand. The organizer is obliged to inform the exhibitor immediately if a third party raises such claims against the organizer and to coordinate the legal defense with the exhibitor.

### 8.8.4. Claims of the exhibitor, statute of limitations

Claims by the exhibitor against the organizer arising from the contractual relationship and all related claims must be asserted in writing to the organizer within 10 days of the end of the event. Should defects and disruptions occur during the event, the organizer must be notified immediately. Otherwise, the assertion of corresponding claims is excluded. This shall not apply to claims based on injury to life, limb or health or to claims in tort, fraudulent intent and culpable impossibility. Claims of the exhibitor shall lapse within three months, unless the liability of the organizer results from intentional conduct. In this case, as well as in the case of claims for injury to life, limb or health, as well as for tortious claims, fraudulent intent and culpable impossibility, the regular limitation period shall apply.

### 8.8.5. Offsetting, retention

The exhibitor shall only be entitled to rights of set-off and retention vis-à-vis the organizer if his claims have been legally established, are undisputed or have been acknowledged by the organizer.

## 8.9. House rules, exclusion from future trade fairs in the event of violation of conditions of participation

### 8.9.1. Domestic authority

During the entire event, including set-up and dismantling, the organizer shall be entitled to exercise domiciliary rights against anyone at any time. The instructions of the organizer or its vicarious agents must be followed. Further additions to this are regulated in the Special Terms and Conditions of Participation of the event and apply in addition.

### 8.9.2. Exclusion of participants

The organizer is entitled to exclude exhibitors who violate the General Terms and Conditions or the Special Terms and Conditions of Participation applicable to the respective event despite having been notified to this effect by the organizer from participation in future events, without prejudice to all other rights.

## 8.10. Photography, filming, video recording, drawing

### 8.10.1. Legitimization

Filming, photography and the making of drawings and video recordings within the exhibition rooms are only permitted to persons who have been authorized to do so by the organizer. The making of photographic or other recordings of the stands of other exhibitors is not permitted in any case. In the event of non-compliance, the organizer may demand the surrender of the photographic material, if necessary by taking legal action.

### 8.10.2. Advertising purposes/press releases

The organizer is entitled to take or have taken photographs, drawings, film and video recordings of the event/exhibition, the stands and the exhibits and to use these for advertising purposes or general press publications.

### 8.10.3. Management

Any catering services provided are reserved exclusively for catering service providers of the event venue or the organizer. The use of the exhibition areas for catering purposes by the exhibitor is generally excluded unless a separate exemption is granted.

## 8.11. Advertising, advertising material

The distribution of printed matter and the use of advertising materials are only permitted on the exhibitor's own stand area. The implementation of advertising measures outside the stand on the event area is prohibited. This applies in particular to the use of persons as advertising media and the distribution or display of advertising material of any kind (posters, stickers, brochures, etc.). The organizer is entitled to expel persons who are used as advertising media in an inadmissible manner, to confiscate or remove and destroy inadmissible advertising material and to demand a lump-sum

reimbursement of expenses of € 5,000.00 plus VAT for each individual case from the exhibitor for whose benefit the advertising measures were carried out. This shall not affect the organizer's right to demand further reimbursement of expenses. The exhibitor may demand a reduction in the reimbursement of expenses if he can prove that the organizer has incurred lower expenses.

#### 8.12. Combating brand and product piracy

The exhibitor is obliged to observe the preferential property rights of third parties. In the event that the exhibitor is duly notified that he is infringing the preferential industrial property rights of third parties by exhibiting or offering products or services or by an advertising display or in any other way, the exhibitor undertakes in advance to remove the items in question from the stand.

#### 8.13. Cleaning, waste disposal

##### 8.13.1. Cleaning

The exhibitor is responsible for cleaning the stand/stand area. It must be completed daily before the start of the event. If stand cleaning is contracted out, the exhibitor must use a cleaning company to be named by the organizer.

##### 8.13.2. Waste disposal

The exhibitor undertakes to avoid waste and to comply with the organizer's waste disposal concepts. The exhibitor must leave the exhibition space swept clean after the event. If the exhibitor has left behind garbage or other objects after vacating the stand area, the organizer is entitled to have these removed and destroyed at the exhibitor's expense.

#### 9. Use of the media library

##### 9.1. Access and registration

The DGM media library offers a large number of articles for individual retrieval. Access to a contribution is made possible by a specific registration process that is stored with each contribution. By completing this registration process, the customer submits a binding registration, which creates a contractual relationship between the DGM and the customer.

##### 9.2. Granting access and use

After payment of any required fee for the contribution, the customer is granted individual access via their user account. The activation of access marks the start of the period of use. From this point on, it is no longer possible to cancel the subscription.

##### 9.3. Term and termination

The term for accessing a contribution is fixed and is specified in the respective contribution description. It begins with the granting of access. Both contracting parties reserve the right to extraordinary termination for good cause. Should the contract be terminated, DGM shall be entitled to block access to the contribution with immediate effect. This provision shall also apply if the customer is in default of payment.

#### 10. Liability

The DGM accepts no liability for the topicality, accuracy and completeness of the event content and materials or for the implementation of the events. In all other respects, the statutory provisions apply.

In the event of a defect for which DGM is responsible, DGM shall be entitled to choose whether to remedy the defect or make a replacement delivery. Unless otherwise stated below, further claims of the purchaser are excluded. DGM is therefore not liable for damages that have not occurred to the delivery item itself, in particular DGM is not liable for loss of profit or other financial losses of the purchaser.

DGM and its vicarious agents shall only be liable for personal accidents or loss or damage suffered by the service recipient in event rooms in the event of intent or gross negligence. DGM shall not be liable for the loss or theft of items brought in by the service recipient (checkroom, training materials, valuables, technical equipment, etc.) and vehicles, nor for damage to the same or accidents. The respective house rules must be observed.

#### 11. Data protection

The DGM takes the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations. You can find our privacy policy at <https://www.dgm.de/de/datenschutzerklaerung>.

#### 12. Alternative dispute resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find at [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr). We are not obliged to settle disputes with consumers and are not prepared to participate in dispute resolution proceedings before a consumer arbitration board.

If you have any problems, please contact [dgm@dgm.de](mailto:dgm@dgm.de) directly.

#### 13. Applicable law, place of jurisdiction, place of performance

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. To the extent permitted by law, the place of performance and jurisdiction shall be Frankfurt am Main. Should any provision of the contract be or become invalid or unenforceable in whole or in part, the remainder of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced with retroactive effect by the valid provision which the parties would have agreed from an economic point of view if they had been aware of the invalidity or unenforceability of the provision when the contract was concluded. The same applies to a loophole in the contract.