

## General Terms and Conditions of German Materials Society (DGM) e.V

### 1. Definitions and validity of the conditions

All business relations are based on these General Terms and Conditions. These are an integral part of all contracts that German Materials Society (DGM) e.V. (hereinafter referred to as DGM) concludes with contractual partners. They also apply to all future contracts, even if they are not separately agreed upon again.

The contractual partner or third parties' terms and conditions do not apply, even if DGM does not separately object to their validity in individual cases. Even if the contracting partner refers to a letter containing or refers to terms and conditions, this does not constitute agreement with the validity of those terms and conditions.

### 2. Conclusion of the contract

In case of conclusion of the contract, the contract is concluded with German Materials Society (DGM) e.V.  
Marie-Curie-Str. 11-17  
53757 Sankt Augustin.

### 3. Eligibility to participate in an event

The presentation of advertising events (flyer, overall program, e-mail newsletter, etc.) and the Internet does not represent a legally binding contractual offer by DGM. Still, it is a non-binding invitation to the interested party 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 makes a binding offer to conclude a contract. After the offer has been reviewed, DGM will confirm the registration in writing or text form via e-mail and is thus legally binding. The confirmation contains an Internet reference to DGM's General Terms and Conditions. A claim to participation only arises through this confirmation. In online events, the participant will also receive the link to the virtual event room by e-mail shortly before the event. For face-to-face events, information on how to get to the event will be sent to the participant shortly before the event. Registrations will be considered in the order they are received, as places are limited depending on the event.

When registering via the website of the German Materials Society DGM e.V. or DGM-Inventum GmbH the interested party may initially receive a purely informative confirmation of receipt of his registration after sending the online order, which does not yet constitute a binding confirmation of registration.

The sending of an invoice for event participation replaces sending a confirmation of receipt and/or registration by DGM.

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

### 4. Cancellation policy for consumers

#### 4.1. Right of withdrawal

As a consumer, as defined by § 13 BGB (German Civil Code) (private individuals), you have the right to revoke the registration in writing without giving reasons. The cancellation period is 14 days from the date of confirmation of registration by DGM (conclusion of a contract).

This right of cancellation expires prematurely when the booked event has taken place, and you have participated in it, or when the customer has already used the booked service, i.e., with use/login of the access data sent.

To exercise the right of withdrawal, you must inform DGM of your decision to withdraw from this contract using a clear declaration (e.g., a letter sent by post, fax, 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 the revocation

If you revoke the contract, we must reimburse you for all payments we have received from you without delay and at the latest within 14 days of the day on which we received notification of the revocation of the contract. For the repayment, we will use the same payment method that

you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

### 5. 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 by DGM-Inventum GmbH within the company group.

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 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 impersonate anyone else.

You agree not to intentionally interfere with or disrupt the Services in any way.

You agree not to reproduce, copy, sell, trade or redistribute the Services. DGM reserves (but is not obligated to) review, filter, modify, reject 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.

### 6. Performance and participation fees

The participation price 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 service description primarily determines the scope of the service.

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

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

#### 6.1. Discounts

DGM grants discounts to personal members of the German Materials Society (DGM) e.V. and employees of DGM member companies (companies or institutes), if applicable, discounts, provided that the membership number is noted in the registration.

##### 6.1.1. Advanced training

Participants under 30 years of age (junior participants) may also be granted a discount. Participation at this reduced price for young participants is only possible if the event is not fully booked and there are no further requests for "normal price payers". Approximately three weeks before the event's start, registered junior participants will receive a notification as to whether participation is possible. Confirmation of participation at the reduced price for young participants will be sent by invoice. In case of high demand, the DGM junior member will be given priority in allocating places.

#### 6.2. Exhibitions

##### 6.2.1. Organizer

DGM (from now on referred to as the organizer) organizes conferences/congresses, etc., possibly with an accompanying exhibition. Rights or obligations arising from the contractual relationship between the exhibitor and the organizer may be transferred in whole or in part to third parties by the organizer.

These General Terms and Conditions, Special Conditions of Participation, and, if applicable, Technical Conditions for the respective exhibition, as well as all other conditions included by the organizer, shall apply exclusively. Any deviating terms and conditions of the exhibitors shall not expressly become part of a contractual agreement.

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

### 6.2.2.1. Offer

The organizer offers exhibitors presentation areas/exhibition spaces for rent in the course of an event. Further services, such as the rental of stand structures, stand furniture, exhibition stand construction, sponsoring, and advertising activities, can also be provided by the organizer or third parties commissioned by the organizer.

### 6.2.2.2. Event/exhibition theme

The exact thematic focus of an event/exhibition is determined by the Special Conditions of Participation, if any, or the presentation of the respective event on an established website.

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

Exhibitors can be all domestic and foreign companies authorized to present their products accordingly. The exhibits to be displayed must correspond to the conference/exhibition theme and, if applicable, be precisely designated in the registration (which is also an application for admission). The organizer must approve a stand by item 6.2.4. No exhibits other than those registered and approved by the organizer may be exhibited. The organizer decides on the admission of companies, co-exhibitors, and other represented companies (so-called co-exhibitors, see item 6.2.2.4) as well as their exhibits. In principle, there is no legal claim to admission.

A specific exhibitor must register a joint stand. The organizer of a joint stand is not considered an exhibitor. When applying, the other participants of the joint stand must be listed as co-exhibitors.

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

For co-exhibitors and additionally represented companies (this also includes affiliated companies such as subsidiaries or sister companies), an application for admission must be made in writing. If applicable, an additional fee must be paid for each co-exhibitor and additionally represented company.

## 6.2.3. Registration

The registration for an exhibition accompanying the conference and the order of further services can only be carried out by filling in the registration forms or, if applicable, on the website of the organizer, accepting the General and Special Conditions of Participation and, if applicable, the Technical Conditions. In this connection, the exhibitors' exhibits are to be specified exactly by description, if applicable. More detailed product descriptions may be requested from the organizer for a more precise presentation. Upon receipt by the organizer, the registration is completed and binding until notification of admission or non-admission by the organizer.

## 6.2.4. Admission / conclusion of the contract

If necessary, the organizer decides after a clarifying discussion about the acceptance of the application and the admission of the exhibitor. The confirmation will be made in writing. The sending of an invoice for the ordered service to the customer is also simultaneously considered confirmation of admission. Thus, if applicable, an exhibition contract and the agreement on further services between the exhibitor and the organizer are considered to be concluded in a legally binding manner. Should the content of the confirmation of admission (e.g., stand area, occupancy plan) deviate from the original content of the exhibitor's application, the contract shall nevertheless be concluded by the content of the confirmation of admission unless the exhibitor objects to this in writing within two weeks. The organizer may revoke admission if it has been granted based on false information or preconditions.

## 6.2.5. Terms of payment for exhibitors

All invoice amounts of all invoices issued by the organizer or by a third party commissioned by the organizer are to be transferred in full before an event, without any deductions and stating the invoice number, free of charges and euros the account stated in the invoice. This is a condition for obtaining exhibition space and any entry in a list of exhibitors and for the issue of exhibitor passes. If payment deadlines are specified separately in the Special Conditions of Participation for the respective event/exhibition, these must also be observed and complied with. DGM reserves the right to invoice the agreed service electronically by e-mail.

## 6.2.6. Resignation

### 6.2.6.1. Right of withdrawal of the organizer

If the exhibitor does not make payments, the organizer may withdraw from the contract provided that he has unsuccessfully set the exhibitor a reasonable deadline for performance. The setting of a deadline is dispensable in the cases of § 323 paragraph 2 BGB. Suppose the exhibitor violates his contractual obligation to consider the rights, legal assets, and interests of the organizer and/or the organizer can no longer be expected to adhere to the contract. In that case, the organizer may also withdraw from the contract. In all the cases mentioned above of withdrawal by the organizer and the withdrawal itself, the organizer is also entitled to demand all agreed payments from the exhibitor as liquidated damages. The organizer is entitled to claim additional damages. The exhibitor can demand a reduction of the lump-sum compensation if he proves that the organizer has incurred lesser damage than the lump-sum claimed.

### 6.2.6.2. Right of withdrawal of the exhibitor

Withdrawal or reduction of stand space by the exhibitor is generally no longer possible after the exhibitor has been admitted to the event. The contract has been concluded unless the reason for withdrawal is due to gross negligence or intentional conduct on the part of the organizer. This applies accordingly to any additionally agreed services. If the exhibitor cancels the event's participation, the organizer is entitled to dispose otherwise of the space rented to the exhibitor. This applies irrespective of whether the exhibitor is entitled to a right of withdrawal. Suppose an exhibitor cancels his participation in the event without being entitled to a right of withdrawal. In that case, he shall make all agreed payments to the organizer if the exhibition space remains unrented for the event. This applies irrespective of the fact that the organizer may have utilized the space elsewhere. In this case, however, the organizer must consider the value of the saved expenses and those advantages that he receives from the other utilization of the exhibition space. The Special Terms and Conditions of Participation for an event may contain further agreements on withdrawal by the exhibitor, which must be observed accordingly and added if necessary.

## 6.2.7. Force majeure, cancellation of the event

Suppose an event and accompanying exhibition is canceled by the organizer or cannot occur due to force majeure or other reasons beyond the organizer's control. In that case, each party shall bear its costs incurred up to that point. The organizer shall not be liable for any damage or disadvantages suffered by the exhibitor due to the cancellation. If the organizer has incurred costs in advance that are to be borne by the exhibitor by the General Terms and Conditions, the Special Conditions of Participation apply to the event or by other contractual regulations. These costs shall be reimbursed by the exhibitor accordingly. A right of withdrawal or termination or any other claim, in particular a claim for damages by the exhibitor against the organizer, shall not be based on the fact that the organizer is forced by force majeure or for other reasons for which it is not responsible for clearing an event area temporarily or for a longer period or to postpone or shorten the event.

## 6.2.8. Liability, indemnification, limitation, set-off

### 6.2.8.1. Liability of the organizer

Claims for damages and reimbursement of expenses by the exhibitor (from now on: claims for damages) are excluded. This does not apply if the organizer is compulsorily liable by law, particularly in the case of intent, gross negligence, injury to life, limb, or health, or breach of essential contractual obligations.

The claim for damages for the violation of essential contractual obligations, insofar as there is no intent or gross negligence or liability for injury to life, body, or health (this limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law), is limited to the foreseeable damage typical for the contract. The organizer is not liable for damage to and loss of objects, stand equipment, and stand elements brought in by the exhibitor vis-à-vis exhibitors who are entrepreneurs, legal entities under public law, or special funds under public law, irrespective of when this damage or loss occurred. This also applies to vehicles parked on the event grounds by exhibitors and their employees or commissioned third parties. A change in the burden of proof to the disadvantage of the exhibitor is not associated with the above regulations.

#### 6.2.8.2. Liability of the exhibitor, obligation of the exhibitor to provide insurance coverage

The exhibitor is liable for all damage caused by the exhibitor himself, his employees, agents, or culpably. In particular, the exhibitor is also liable for all damage culpably caused by a violation of the duties of care incumbent upon him; this also applies if supply and drain lines, toilet or heating systems, power lines, etc., are improperly handled. The exhibitor must ensure that visitors and third parties do not damage anything or injure persons in his exhibition area.

The exhibitor is liable for all personal injury or property damage caused by visitors or third parties due to insufficient supervision by the exhibitor connected with the event. Likewise, the exhibitor is liable for all damage to buildings, halls, and furnishings caused by the exhibitor himself or his employees, vicarious agents and representatives, or their employees. This also includes all damage to window and door glass and shop windows caused by the exhibitor himself or his employees, vicarious agents and representatives, or their employees, unless there is intent or gross negligence on the part of the organizer or his vicarious agents. Likewise, the exhibitor shall be liable for all damage resulting 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 machines, apparatus, and other structures, the exhibitor must inquire about the permissible load, particularly point load, on the hall floors from the organizer or the persons responsible for the event venue. The maximum loads notified in this connection must be strictly observed. Each exhibitor is obliged to take out an insurance policy covering the risks above with sufficient insurance coverage. The insurer must be an insurer approved by the European Union, and the exhibitor must make all payments due for this in good time.

#### 6.2.8.3. Responsibility for legal, in particular competition law, permissibility and admissibility concerning property rights; indemnification of the organizer against liability

The exhibitor is solely responsible for the legal admissibility, particularly under competition law, of the data, images, etc., and advertisements published in any exhibitor directory, any trade fair catalog, and/or any Internet database set up at the instigation of the exhibitor. In particular, these publications must not infringe any industrial property rights (e.g., trademark rights, copyrights) of third parties. Suppose a third-party asserts 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. In that case, the exhibitor shall indemnify the organizer against all asserted claims, including all necessary legal defense costs. Suppose claims are asserted based on an advertisement or other published data of a co-exhibitor of the exhibitor or a company additionally represented at the exhibitor's stand. In that case, the exhibitor shall also be obliged to repay the organizer. The organizer is obliged to inform the exhibitor immediately if a third party raises such claims against the organizer and coordinates the legal defense with the exhibitor.

#### 6.2.8.4. Claims of the exhibitor, limitation period

Defects and malfunctions that occur during the event must be reported immediately by the exhibitor to the organizer. Otherwise, the assertion of corresponding claims is excluded. Claims arising from the contractual relationship and all related claims of the exhibitor against the organizer must be asserted in writing to the organizer within ten days after the event's conclusion. This does not apply to claims for injury to life, body, or health. Likewise, this does not apply to claims in tort, fraudulent intent, and culpable impossibility. Claims of the exhibitor become time-barred within three months. This shall not apply if the liability of the organizer results from intentional conduct. In this case, as well as in the case of claims due to injury to life, body, or health, and the case of tortious claims, fraudulent intent, and culpable impossibility, the regular statute of limitations shall apply.

#### 6.2.8.5. Set-off, retention

The exhibitor may only exercise rights of set-off and retention against the organizer if his claims have been legally established, undisputed, or recognized by the organizer.

#### 6.2.9. Right of domicile, exclusion from future trade fairs in case of violation of conditions of participation

##### 6.2.9.1. House right

During the entire event, including set-up and dismantling, the organizer has domiciliary rights. The organizer can exercise it at any time against anyone. Instructions given by the organizer or his vicarious agents must be followed accordingly. Any further supplements to this are regulated in the Special Conditions of Participation for the event and apply besides.

##### 6.2.9.2. Exclusion of participants

Exhibitors who violate the General Terms and Conditions or the Special Terms and Conditions of Participation apply to the respective event despite a notice to this effect from the organizer may be excluded from participation in future events by the organizer - without prejudice to all other rights.

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

##### 6.2.10.1. Legitimation for photo/film making etc.

Within the exhibition rooms, filming, photography, and the making of drawings and video recordings are only permitted to persons who have been approved for this purpose by the organizer. In particular, it is not permitted in any case to make photographic or other recordings of the stands of other exhibitors. In the event of infringement, the organizer may demand the surrender of the photographic material, if necessary, by applying legal measures.

##### 6.2.10.2. Advertising purposes and press releases

Photographs, drawings, film, and video recordings of the event/exhibition, the stands, and the exhibits may be made by the organizer or by a third party commissioned by the organizer. The organizer is entitled to use these for advertising purposes or general press publications within the company group.

##### 6.2.11. Management and gastronomy

Only catering service providers of the event center or the organizer may provide catering services. The exhibitor may not use the exhibition areas for catering purposes unless the organizer has granted a special exception.

##### 6.2.12. Advertising, promotional products

The distribution of printed matter and the use of other advertising materials are restricted to the exhibitor's stand area and are therefore only permitted in the exhibitor's stand area. The implementation of further advertising measures outside the stand on the event area is prohibited. The use of persons as advertising media and the distribution or attachment of advertising material of any kind (posters, stickers, brochures, etc.) is also prohibited. Persons who are used as advertising media in an inadmissible manner may be expelled from the premises by the organizer. The organizer is entitled to confiscate or remove and destroy unauthorized advertising media. The organizer may demand a lump-sum reimbursement of expenses of € 5,000.00 plus VAT for each case from the exhibitor in whose favor 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 expenses if he can prove that the organizer incurred lower expenses.

##### 6.2.13. Combating trademark and product piracy

Privileged property rights of third parties are to be observed by the exhibitor. The exhibitor undertakes in advance that, if the exhibitor is duly notified that he is infringing the preferential property rights of third parties by exhibiting or offering products or services or by an advertising display or in any other way, he will immediately remove the items concerned from the stand.

##### 6.2.14. Cleaning, garbage disposal

###### 6.2.14.1. Cleaning of the exhibitor area

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

#### 6.2.14.2. Waste prevention and disposal

The exhibitor undertakes to avoid waste and to comply with any waste disposal concepts of the organizer. After the event, the exhibitor must leave the exhibition areas in a clean and tidy condition. Garbage or other objects left behind by the exhibitor after clearing the stand area will be removed and destroyed by the organizer at the exhibitor's expense.

#### 7. Implementation of the events

The event can be canceled without giving reasons. Already paid fees will then be refunded, further claims of the contracting parties do not exist. A lecturer or venue change does not entitle the participant to withdraw from the contract or terminate the contract.

#### 8. 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 price is to be paid within the time stated on the invoice, usually 14 days, without deductions, stating the complete invoice and customer number. Payment is to be made by bank transfer or by credit card at the participant's discretion. If applicable, other possible payment methods will be listed when the invoice is sent by e-mail. DGM reserves the right to exclude certain payment methods for (online) events and individual cases. Payment by sending cash or checks is not possible.

Suppose the participant is in default of payment. In that case, DGM is entitled to demand interest on arrears from consumers within the meaning of § 13 BGB (German Civil Code) in the amount of 5.0 percentage points, and from other contractual partners in the amount of 9.0 percentage points above the applicable base interest rate within the meaning of (§ 247 Para. 1, § 288 Para. 1 BGB) per annum.

Any portions of the event price subject to VAT will be shown accordingly and charged at the full VAT rate applicable at the time. Any catering flat rate shown separately cannot be deselected or booked separately in the events.

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

#### 9. Cancellation conditions

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

DGM will gladly accept a substitute participant to be named in writing at no additional cost. Any differences between the participant price of, e.g., members and non-members or other categories will be charged if applicable.

##### 9.1. 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 25% of the participant price. Cancellation must be made in writing (by letter or fax) or by e-mail. The date of the postmark/fax or the date of receipt of the e-mail is valid. After this date, 100% of the participation fee must be paid.

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

##### 9.2. Advanced 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 100 EUR. Cancellation must be made in writing (by letter or fax) or by e-mail. The date of the postmark/fax or the date of receipt of the e-mail is valid. After this date, 100 % of the participation fee must be paid.

#### 10. Use of the media library

The DGM media library offers various contributions for individual retrieval. You can access the content via the registration process stored for each article. Completing the registration process results in a binding registration for the contribution.

In this case, the registered participant will be sent his access data for the booked contribution in a separate e-mail, whereby the contract between DGM and the customer comes into effect. Once the participant has received his or her access data and the content is available online (in whole or in part), this is considered the start of use. Cancellation is no longer possible from this point on.

If the booked contribution's retrieval option has a fixed term, this is listed in the respective description of the contribution. The term begins with the receipt of the access data.

The right to extraordinary termination for a good cause remains unaffected for both contracting parties.

In the event of termination of the contract, DGM is entitled to immediately block access to the contribution. This also applies if the customer is in default of payment.

#### 11. Rights of use and copyrights

All contents and materials of the events are protected by copyright. The copyright to the respective content is held solely by DGM or if so indicated, by the respective author or publisher.

Participants are exclusively granted a simple, non-transferable right of use for personal use. In particular, participants and third parties are not permitted to change the content or editorial content of the content - including excerpts - or to use modified versions, to copy it for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to imitate it, to resell it or to use it for commercial purposes. Any copy-right notices, marks, or trademarks may not be removed.

The contractual partner agrees to publish images and sound material created during events within the DGM network and the network of associated companies/institutions. Image and sound recordings by participants during the event are prohibited!

#### 12. Copyright

As the originator of the scientific achievement, the author continues to hold all rights to his results. He merely transfers the right to online publication and electronic storage in the DGM network and the network of associated companies/institutions. DGM is obliged to identify the author as the originator of the work appropriately.

#### 13. Liability

DGM assumes no liability for the timeliness, accuracy, and completeness about event content and materials and the implementation of the events. In all other respects, the statutory provisions apply.

If there is a defect for which DGM is responsible, DGM is entitled, at its discretion, to remedy the defect or to make a replacement delivery. Unless otherwise stated below, further claims by the buyer are excluded. DGM is therefore not liable for damages that did not occur to the delivery item itself; in particular, DGM is not liable for lost profits or other financial losses the customer.

DGM and its vicarious agents, are only liable for accidents to persons or loss or damage suffered by the service recipient in event rooms in the case of intent or gross negligence. DGM is not liable for the loss or theft of the service recipient's belongings (wardrobe, training material, valuables, technology, etc.) and vehicles, nor for damage to the same or accidents. The respective house rules are to be observed.

The content you submit must not contain any intellectual property of third parties (for example, material protected by copyright), unless you have obtained permission from the copyright holder or are otherwise authorized by law. You are legally liable and responsible for the content you submit and make available through the service.

By posting Content to the Service, you grant DGM the worldwide, non-exclusive, royalty-free right to use that Content, which includes hosting, publishing, distributing, modifying, displaying and reproducing it.

#### 14. Privacy

DGM takes the protection of your data very seriously. We treat your data confidentially and by the statutory data protection regulations. You can find our data protection declaration at <https://www.dgm.de/en/privacy-policy>.

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

German law shall apply to the UN Convention on Contracts' exclusion 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 thereby. The invalid or unenforceable provision should be replaced with a retroactive effect by the valid provision, which the parties would have agreed upon from an economic point of view if they had been aware of the invalidity or unenforceability of the provision when concluding the contract. The same shall apply to any loophole in the contract.

#### 16. Alternative dispute resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr). We

are not obliged to settle disputes with consumers and are unwilling to participate in a dispute resolution procedure before a consumer arbitration board.

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