

General Terms of Business of MdynamiX AG for Participation in Events

1. Scope of validity

1.1 The general terms of business set out below apply for registration to attend events organised by MdynamiX AG and for the associated services. These terms regulate the contractual relationship between MdynamiX AG (hereinafter 'the provider') and the customer (hereinafter 'the participant', 'participants').

1.2 The business relationship is governed exclusively by the following provisions in their respective version current at the time of ordering. Any deviating general terms of business of participants shall not be recognised.

1.3 Special or ancillary agreements shall only become valid if the provider has expressly agreed to their application in writing. Any written agreements made with the provider take precedence over these general terms of business.

2. Provider:

MdynamiX AG
Heißstraße 89
80797 Munich
Tel.: +49 89 12765047
Fax: +49 89 95444585
E-mail: info@mdynamix.de
www.mdynamix.de

CEO: Prof. Dr. Peter Pfeffer • Prof. Bernhard Schick
Supervisory board: Prof. Dr. Markus Krug (chair) • Prof. Dr.-Ing. Stefan Sentpali • Prof. Dr.-Ing. Peter Wolfsteiner • Prof. Dr.-Ing. Clemens Klippel • Prof. Dr. Andreas Gubner
Place and register court: Amtsgericht München, HRB 211460 • VAT-IdNr.: DE294608075

3. Registration and confirmation of registration

3.1 Registrations for each event are accepted by the provider only through the www.mdynamix.de website or, if available, via the website of the event itself.

3.2 All registrations are confirmed in writing to the e-mail address given. If you have not received confirmation within 8 days, please contact the provider on info@mdynamix.de or by telephone.

3.3 If registration is offered on discounted terms, this will only be available within the time periods stated on the website or in the other information materials of the provider and on the relevant registration forms.

3.4 If you wish to register on concessionary terms (e.g. as a student), you should send evidence of your status to info@mdynamix.de within 14 days of registering. Otherwise the provider reserves the right to annul the registration.

3.5 The provider reserves the right to decline registrations without stating reasons.

4. Entry into contract

4.1. The advertising of events on the website or in other information materials of the provider and on the relevant registration forms does not constitute an offer to conclude a contract; rather, it is an invitation to register. The contract is formed when the provider confirms the registration expressly in writing.

4.2 In the case of registrations shortly before the date of the event (less than 10 days), the provider recommends that you make contact by telephone first to ensure that your registration is processed in time.

4.3 Since the number of participants for the events is limited, registrations are accepted in the order in which they are received. Should there no longer be a sufficient number of participant places available, the provider will notify the participant of this.

4.4 Registration for an event is binding.

5. Description of services

5.1 The participation fees, event location and time and the event programme can be found in the description of the event on the website or in the other information materials of the provider concerning the events.

5.2 The services covered by the participation fees for a given event can be found in the description of the event on the website or in the other information materials of the provider concerning the events.

5.3 In general: travel to and from the event and hotel costs (including breakfast and other requested services) must be paid for separately by participants. Depending on the event, the provider may offer the option of hotel rooms for participants, and in this will act solely as an agent. The contractual partner for such additional services, not included in the participation fee, is the service provider concerned.

5.4 Event contents, which contain an independent guidance of passenger cars, may only be taken by owners of a valid, in Germany issued, European or international driving license for passenger cars. The driving license in the country of issue may not be suspended, restricted or canceled. The driver must be at least 18 years old.

6. Changes and cancellation of events by the provider

6.1 The provider reserves the right to replace advertised speakers/employees with other qualified speakers or employees and to make the necessary changes to the event programme, while preserving the overall character of the event. This includes the possibility of particular presentations being dropped.

6.2 If it is impossible to hold an event owing to force majeure, to the incapacity of speakers (e.g. due to illness or accident), to problems at the event venue or to other circumstances that are beyond the provider's control or because of an insufficient number of participants, participants will be notified immediately. An event cannot be cancelled later than two weeks before its start date due to insufficient participants. Where possible a new date will be given. If a participant is not interested in the new date, he has the right to withdraw from the contract.

6.3 In the event that an event is cancelled, the participation fee will be refunded. Any further claims of participants than this are excluded.

6.4 Errors and omissions in the programme are excepted; no claims can be derived from them.

7. Participation fee and payment conditions

7.1 The participation fee comprises the price stated in the description of the event on the website or in the other information materials of the provider concerning the events, plus statutory VAT.

7.2 All payments must be made in euro (€).

7.3 Payment is made against an invoice. The participation fee should be paid in all cases within 14 days of receipt of the invoice, without deductions.

7.4 In the event of no-show or early departure from an event the full participation fee must still be paid.

7.5 Payment transfers should be made to the bank account details given on the invoice, stating the invoice number as the reference.

7.6 Payments must be made free of costs or charges, i.e. without deduction of transfer fees that might be charged, say, by foreign or domestic banks, to the bank account of MdynamiX AG.

8. Right of withdrawal

If the participant is a consumer, that is, a natural person who concludes a legal transaction for purposes that cannot be attributed primarily to either his commercial or his freelance professional activities, he is entitled to the following statutory right of revocation.

Cancellation policy

Right of withdrawal

The participant is entitled to withdraw from the contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise the right of withdrawal the participant must notify the provider by means of a clear statement (e.g. a letter sent by post, a fax or an e-mail) of his decision to withdraw from the contract.

The notice of withdrawal should be sent to:

MdynamiX AG
Heßstraße 89
80797 Munich
Tel.: +49 89 12765047
Fax: +49 89 95444585
E-mail: praxisseminar@mdynamix.de

To be deemed to have abided by the withdrawal period it is sufficient for the participant to send the notification of his exercising of the right of withdrawal before the end of the expiry period.

Consequences of withdrawal

If the participant withdraws from the contract, the provider must repay to the participant all payments he has received from him without delay and in any case not later than fourteen days from the date on which the notification of withdrawal from the contract was received by the provider. Refunds will be issued using the same method of payment as was used by the participant in making the original transaction. Under no circumstances will any fee be charged for the refund.

If the participant has requested that the services begin during the withdrawal period, he shall pay the provider an appropriate amount that corresponds to the proportion of the services already provided up to the time at which he notified the provider of his withdrawal from the contract relative to the overall scope of services envisaged in the contract.

9. Cancellation and rebooking

9.1 Any cancellation or rebooking of a registration must be made in writing by e-mail to praxisseminar@mdynamix.de or by post to: MdynamiX AG, Heßstraße 89, 80797 Munich. The date of receipt of the e-mail or the postmark date of the letter shall be definitive in determining adherence to the cancellation period.

9.2 Cancellation of participation up to 28 days before the start of the event is 30% of the event price. In the event of a later cancellation, no-show or early departure from an event the full participation fee must be paid.

9.3 The participant can appoint a substitute participant free of charge until the beginning of the event, but remain liable for payment of the participation fee in full. The substitute participant then receives the right to participate in the place of the original participant, provided that the provider has received all the necessary data from the substitute participant for registration. If the substitute participant does not satisfy the same concessionary conditions as the original participant, an amended invoice will be issued.

10. Film, image and sound recording and copyright

10.1 By participating in the event, participants grant the provider and his partners their express permission to make film, image and sound recordings and to exploit these in all publications for print media, internet, social media, radio, TV, press articles and other media for advertising purposes and for editorial reporting, free of any charge.

10.2 Any use of such recordings for other purposes than those described or any bringing of them into circulation through transfer of the data to third parties is excluded.

10.3 This declaration of consent of the usage of photo or film material can be withdrawn at any time with immediate effect on future usage. Please contact ino@mdynamix.de.

10.4 Participants also give their consent for the recorded data to be stored and processed by the provider in digital form for the purposes described above. Participants may revoke their consent for any use of their recordings for advertising purposes at any time by notifying the provider informally. After receiving notice of revocation, the provider will no longer use the recordings for advertising purposes and will delete the digitally stored data.

10.5 Participants may only make film, image and sound recordings or store recording data in electronic or digital form of the content of the event and of the event venue if they have the prior written agreement of the provider.

10.6 The books, work documents, presentations, event documentation, CD-ROMs and USB sticks used as elements of the event documentation are protected by copyright. The rights thus arising, particularly those of translation, reprinting, performance, the removal of images and tables, radio broadcasting, microfilming or reproduction by other means and storage in data processing systems are reserved, even in cases of only partial exploitation.

10.7 The event documents may not be reproduced, digitised, stored or used in any other form or passed to third parties without the express, written permission of the provider, even for purely in-company use.

10.8 The mention of common names, trading names, goods descriptions etc. does not permit the assumption, even without special identification, that such names could be considered free under trademark and brand protection legislation and could therefore be used by any person. Should reference be made directly or indirectly to laws, regulations or directives, e.g. DIN, VDI, VDE or VGB or citations be made from them, the provider can accept no liability for their correctness, completeness or actuality. It is recommended, where necessary for the observer's own work, that the full text of the regulations or guidelines be consulted in the appropriate valid version.

11. Liability

11.1 Presentations are prepared and delivered by the speakers. The provider accepts no liability for the up-to-dateness, correctness or completeness of the event documentation or for consequential damage that may arise from their use. He further offers no guarantee of any kind that the materials (e.g. talks, documents etc.) prepared and in some cases handed out by speakers do not infringe the rights of third parties.

11.2 Participation in the event is generally at the participant's own risk.

11.3 The provider shall be liable to participants for damages caused by wilfulness or gross negligence, that arise from culpable breach of significant contractual obligations (cardinal obligations), that are the consequence of culpable injury to health, bodily injury or loss of life or for which liability is envisaged under the Product Liability Act (ProdHaftG) under the statutory provisions.

11.4 In the case of breach of cardinal obligations (i.e. of significant obligations, the infringement of which impairs the achievement of the purpose of the contract or the fulfilment of which is necessary for the contract to be executed at all, and in which the participant regularly places trust), the liability - provided that the damage is restricted to minor negligence and does not affect life, limb or health - shall be limited to such damage as should be anticipated to arise typically and foreseeably in the context of the provision of services similar to those forming the contractual objects, and not greater than the amount of the participation fee.

11.5 The provider shall not be liable for loss or damage of property brought to the event except where such loss or damage can be attributed to wilful or grossly negligent behaviour on the part of his employees or other vicarious agents. Participants are requested not to leave valuables or important materials at the event venue.

11.6 Any liability of the provider for actions of persons other than those employed or hired by him or for actions by participants is excluded.

11.7 For the rest, liability - irrespective of the reason in law - both in respect of the provider and in respect of his assistants and vicarious agents - is excluded.

11.8 At the beginning of the event, the participant will be presented with a disclaimer for signature by the provider. The written declaration is a condition of participation in the event.

12. Data protection

12.1 The provider draws attention to the fact that personal data of participants is collected, processed and used pursuant to the provisions of the Federal Data Protection Act (BDSG) and those of the Telemedia Act (TMG). All personal data gathered on the provider's website is treated in accordance with the statutory provisions and is not passed to any third party. External service providers that process data on behalf of the provider are also obliged to observe the statutory provisions but are not deemed to be third parties.

12.2 Subjective event ratings submitted by the participant to the provider as well as measurement data in the vehicles may be anonymously stored, reused and forwarded by the provider.

13. Language of the event

The language used at the event is stated in the description of the event on the website or in the other information materials of the provider concerning the events.

14. House rules

Participants undertake to abide by the house rules in force at the event venue. Smoking is prohibited in all indoor spaces. No alcoholic drinks, narcotic drugs or similar substances may be brought into, consumed in or offered in any area of the event venue.

15. Severability clause and clause requiring written form

15.1 Should one of the above provisions be or become ineffective, this shall not affect the validity of the remaining provisions. The parties are aware of the dispensation of the Federal Supreme Court (Bundesgerichtshof), according to which a severability clause solely reverses the burden of proof. It is nevertheless the express will of the parties to uphold the effectiveness of the remaining contractual provisions under all circumstances and thus to waive section 139 German Civil Code (BGB) entirely. The same applies in respect of a gap in the contract. The ineffective or impracticable provision should be replaced by an appropriate rule that approaches what the parties would have originally wanted if they had considered this point at the time of concluding the contract or of subsequently adding a provision, as closely as possible.

15.2 Collateral agreements, amendments and additions to these conditions of participation must be made in writing to be effective. This applies also to any change to this clause requiring written form.

16. Place of jurisdiction

The legal relationship of the contractual parties arising from or in connection with this contract is governed exclusively by the law of the Federal Republic of Germany. The UN Convention on the International Sale of Goods (CISG) of 1980 and other rules on conflicts of laws do not apply. The place of jurisdiction for any legal dispute arising from or in connection with this contract is the headquarters of the organiser in Munich.

Munich, 19 February 2019

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