



2nd EUROFORGE
Bilbao, Spain • 28–29 Sep 2022

conFAIR 2022
the future of forging

EUROFORGE conFAIR 2022 Plant tours - Application

On-site delegates of the EUROFORGE conFAIR 2022 have the unique opportunity to visit leading European forging companies as well as the Basque Iron Museum in Legazpi.

Date and time: Friday, 30 September 2022 from 9:00 until 17:15.

Fee Plant Tours: € 295

Deadline application: 9 September 2022

The tours will include a visit to the following places (incl. light lunch):

- Sidenor
- GKN
- Bellota Herramientas S.A.
- Basque Iron Museum

Delegates can apply to attend the plant tours until **9th Sep. 2022** by filling out this form and sending it to euroforge-confair@wearemci.com. Applicants will be notified after this deadline whether they can participate and will receive payment information via e-mail. Registration is only valid upon completion of payment.

Please note the following guidelines:

- The number of participants is limited
- You must attend the conference as „Delegate“ on-site in order to participate in the plant tours.
- Day-ticket holders are not allowed to attend the plant tours.
- No cameras, cell phones or recording devices of any kind will be permitted on the plant tours.
- Plant tours are subject to change without notice.
- Plant tours are not barrier-free and safety equipment has to be worn.

Surname, Name:

Company:

E-mail:

Phone:

*General Terms and Conditions**

Yes, I have read and accept the General Terms and Conditions*.

City / Date

Signature

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

IN EVENTS ORGANIZED BY MCI DEUTSCHLAND GMBH

1. Scope of application and contract subject

1.1 The following General Terms and Conditions (hereinafter "Participant GTCs") regulate the contractual relationship between MCI Deutschland GmbH, Markgrafenstraße 56, 10117 Berlin, as the Organizer of its own events, and the Participants.

1.2 A contract is deemed to be concluded between MCI Deutschland GmbH, represented by the Management, and the applying party (hereinafter "Participant") upon binding application and following a booking confirmation, e.g. for courses/workshops/seminars, hotel accommodation or evening and supporting programs (hereinafter "application").

1.3 The following Participant GTCs apply to the application for participation in the events named in Section 1.2 of these Participant GTCs and thus to the legal relationship between the Organizer and the Participant.

1.4 The services and obligations of the Organizer can be found in the respective event announcement, either in printed or electronic form. The Organizer reserves the right to make changes.

2. Technical requirements for participation

The Participant will be responsible for satisfying the technical requirements for participation in a hybrid or digital event. The Organizer's "Technical Requirements Catalogue", which can be viewed at www.euroforge-confair.com, documents the detailed and comprehensive technical requirements, presented in a way that is easily understandable.

3. Application, conclusion of contract, registration, cancelation

3.1 Any internet pages, other advertisements and notices from the Organizer about events will not be understood to contain an offer to conclude a contract. Instead, they represent a request for the Participant to submit an offer. Should there be any changes, the Organizer will announce these publicly and upon telephone request without undue delay.

3.2 For selected own events, the Organizer may confirm bookings itself as part of its own (pre-)registration or via external, legally independent entities.

3.3 The Organizer's own **registration** takes place as follows:

a) If participation is canceled by 30.06.2022, the participation fee will be reimbursed, minus a processing fee of €25.00 per person. After this time, no refund will be issued.

b) No refund of the participation fee will be possible in the event of non-attendance or early departure.

c) Cancelations must be declared in writing and are to be addressed exclusively to MCI Deutschland GmbH.

d) In the event of any special requests regarding invoicing, these must be communicated in advance during registration. A processing fee of €10.00 will be charged for subsequent changes to invoices.

3.4 The following also applies to applications for **evening and supporting programs**:

a) A minimum number of participants is required for all programs. If the stated minimum number of participants is not reached up to 14 days before the start of the conference, MCI Deutschland GmbH reserves the right to cancel and reimburse the advance payment made.

b) In the event of cancelation or non-attendance by the Participant, no refund will be issued.

4. Booking price, fees, and discounts

4.1 Unless otherwise specified, the published booking prices represent final prices including the statutory VAT.

4.2 In principle, the Organizer does not grant any discounts. In individual cases, however, an agreement on a discount may be made.

5. Availability, quantity

The booking will be made exclusively based on the availability of free places. It is the responsibility of the Organizer to determine the availability.

6. Due date of payment, payment methods

The booking price and any shipping and processing fees that may arise will be due for payment upon conclusion of the contract for the booking and booking confirmation.

7. Receipt of booking confirmation, obligation to notify defects

7.1 The booking confirmation is only received in the electronic format using the "self-printout" procedure: The booking confirmation will be sent exclusively to the email address specified by the Participant.

7.2 The Participant will be responsible for the accuracy of the information provided upon application. A fee of €10.00 will be charged for name changes and for lost or forgotten name tags.

7.3 In principle, no right of exchange will apply.

8. Forwarding of confirmed bookings

8.1 With a view to avoiding disruptions to the event and criminal offences in connection with attending the event, enforcing bans from the premises and preventing the resale of applications at excessive prices, it is in the interest of the Organizer to restrict the forwarding of confirmed bookings. The Participant is not permitted:

a) to sell confirmed bookings at a higher price than the Organizer's sales price,

b) to sell confirmed bookings for commercial purposes or to use them publicly for advertising or marketing purposes without the express prior written consent of the Organizer,

c) to forward confirmed bookings for a fee or free of charge to persons who have been banned from the events by the Organizer,

d) to forward confirmed bookings for a fee or free of charge to persons who are not specialist staff.

8.2 Should the Participant violate Section 8.1 above, the Organizer will be entitled to terminate the existing legal relationship with the Participant extraordinarily and without notice. In this case, the Organizer will block the booking and deny the Participant access to the event.

9. Cancelation, postponement, and discontinuation of the event

9.1 If the event is canceled due to force majeure, either party may withdraw from the contract. In this case, the mutual rights and obligations will lapse. Both Parties will bear its own expenses incurred up to that point.

9.2 If an analogue event is discontinued, the Participant will be entitled to a refund of the booking fee paid so long as the discontinuation occurs in the first half of the event and the discontinuation is attributable to the Organizer. Where the event is discontinued, the Organizer will be liable in accordance with Section 10 of the Participant GTCs.

9.3 For reasons of the practicality of the event, the Organizer reserves the right to change the location or time of the

event, and to change the event format from analogue to hybrid or virtual. Before incurring larger expenses as part of attending the event (travel, accommodation, etc.), the Participant is strongly recommended to make a written or telephone enquiry with the Organizer on the day of the event.

- 9.4** If the event is canceled, the location and/or time and/or date are changed, especially if the event cannot take place due to the COVID-19 pandemic, the booking fee will be reimbursed upon presentation of the corresponding application, minus a processing fee of 18%. If the location and time of the event are changed, the Participant will only be entitled to a refund if, taking into account the Participant's interests, they cannot reasonably be expected to accept the new event venue or the new event start time. If an event is moved to a new event location and/or to a different starting time and/or to a different date, the booking will also be valid for the new event location, the new event start time and/or the new event date. The Organizer will be entitled to issue vouchers in accordance with the Voucher Act without charging a processing fee.
- 9.5.** If the format of the event is changed to hybrid or virtual, new participation fees will apply dependent on the type of the adjustment. Any excess participation fee will be reversed by the Organizer following the conclusion of the event.
- 9.6.** If virtual parts of the event or the entire virtual event fail due to technical faults that are attributable to the Organizer, a partial refund of 20% will be issued if the content of the event can be made available to the Participant on demand at a later date. A refund of the participation fee in the amount of 100% will be issued if the Participant cannot reasonably be expected to accept the lack of interaction with the virtual event. The burden of proof of unreasonableness lies with the Participant.
- 9.7.** In the event of technical malfunctions that cannot be rectified by the Organizer within 4 hours on the same day of the event or on the following day, a hybrid or virtual event will be deemed to have been discontinued. The Organizer will be entitled to make ad hoc offers to the Participant in order to manage the partial discontinuation of the event, such as subsequent rescheduling of the event. If the event is subsequently made available to the Participant on demand because they cannot attend the new event date, the compensation rule according to Section 9.6 sentence 1 will apply.

10.Liability

- 10.1** Unless otherwise specified in these Participant GTCs and the following provisions, the Parties will be liable as required by law in case of breaches of contractual and non-contractual obligations.
- 10.2** The Organizer will only be liable for compensation for damages—irrespective of the legal grounds—in case of intent or gross negligence by the Organizer or the Organizer's legal representatives or vicarious agents. The Organizer will only be liable for simple negligence of the Organizer or the Organizer's legal representatives or vicarious agents in case of:
- a) damages resulting from injury to life, limb or health, and
 - b) damages resulting from violations of essential contractual obligations (obligations on whose fulfilment proper Contract performance depends and on compliance with which the other Party relies and may rely); in this case, the liability of the Organizer will be limited to compensation for foreseeable, typically occurring damage.

10.3 The exemption from liability in Section 10.2 above also applies to the liability of the Organizer's vicarious agents and legal representatives.

10.4 The liability limitations resulting from Section 10.2 above shall not apply if defects are fraudulently concealed by the Organizer or the Organizer's representatives or if features and/or the quality of the work have been guaranteed. The same applies to claims of the Participant under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG].

10.5 The Participant will only be entitled to withdraw from the contract or to terminate it due to a breach of obligation not related to a defect, if such a breach of obligation is attributable to the Organizer. The Participant's free right of termination of the participant contract (in particular, pursuant to Section 649 of the German Civil Code) will be excluded. In respect of any other matters not mentioned above, the statutory requirements and legal consequences will apply.

11.Image recording

11.1 Upon booking confirmation, the Participant agrees that photographs and other optical and acoustic recordings made during the event by press representatives, the Organizer or their authorized third Parties can be used by the Organizer as part of analogue and digital media and advertising measures (especially on the Internet) and for press coverage. The consent of the Participant only relates to incidental or general recordings of the Participant during the recording of the event. The Participant will not be entitled to any compensation.

11.2 The recording activity in connection with taking photographs and making other optical and acoustic recordings in accordance with Section 11.1 sentence 1 above must not hinder the Participant or negatively impact them in any way.

12.Prohibition of photography, and sound/film recording

The Participant is not permitted to bring professional photography equipment to the event, or any corresponding appliances that suggest commercial use. Any photography, as well as sound and film recordings made at the venue may only be used for private purposes. It is forbidden to enable third Parties to make such recordings or to transmit them, in whole or in part, via telemedia such as the Internet or telecommunications services such as mobile networks, to make them publicly available, or to enable third Parties to do so. Commercial use of the photographs is prohibited.

13.House rules and regulations

13.1 The implementation of house rules on the event site is incumbent on the Organizer, who uses their legal representatives and vicarious agents, in particular the security staff, for this purpose.

13.2 The Participant must comply with the official and legal obligations arising from the current hygiene policy.

13.3 The safety, order, hygiene and behavioural rules for attending the event are set out in the House Rules for Participants. In addition, the Rules will be clearly displayed in the event room and can be viewed at www.euroforge-confair.com.

14.Contact details of the Organizer

MCI Deutschland GmbH | Management
Markgrafenstraße 56, 10117 Berlin

15.Data protection

15.1 The personal data provided by the Participant for the acquisition of the application or for purposes of infection control will be collected, stored and processed by the Organizer exclusively for the purposes resulting from this contract in compliance with the relevant statutory provisions of the Federal Data Protection, the German Telemedia Act and the EU General Data Protection Regulation. The personal data of confirmed applicants will not be transmitted to third Parties. The only exception is the transmission of personal data to the Sales Department taking place in the context of contract processing and of the execution of the contract by third Parties in accordance with *Section 3.2* of the Participant GTCs. The transmission of data to third Parties involved in infection control, sales and contract execution, with whom a corresponding agreement has been concluded, will take place in accordance with the provisions of the Federal Data Protection Act, with the scope of the transmission limited to the necessary minimum.

15.2 If, as part of the infection control in relation to SARS-CoV-2, the collection of data, in particular from the attendance list or body temperature measurements should be necessary in accordance with Article 6 (1) (c) and (d) of the GDPR in conjunction with the applicable Ordinance on Infection Control Measures, the data subjects will be informed immediately about the collection, data transfer, storage, both on site and at www.euroforge-confair.com.

15.3 If personal data is made available as part of the conclusion of the contract or where a customer account is created, the Organizer may use this data to occasionally send program information and event notifications by post. The Participant may object to such use for direct marketing purposes at any time and without a prescribed form being required. The storage and processing is based on Article 6 (1) (f) of the GDPR. In this context, informing the Participant is deemed to represent an overriding legitimate interest.

15.4 If personal data is processed for the purpose of safeguarding the overriding legitimate interest, the Participant may object to this processing with effect for the future by using the contact details given above. This right to object will only apply if there are grounds arising from the particular situation of the buyer (Article 21 (1) of the GDPR). Should the Participant exercise their right to object, the Organizer will no longer process the Participant's personal data for this purpose, unless the Organizer can demonstrate compelling legitimate grounds for the processing which override the Participant's interests, rights and freedoms, or the processing serves the establishment, exercise or defense of legal claims.

15.5 For further details regarding separate consents and further information on data collection, processing and use, reference is hereby made to the Privacy Policy available at www.euroforge-confair.com.

16.Out-of-court dispute resolution

The European Commission has set up an online platform ("ODR Platform") which can be used by consumers for out-of-court resolution of consumer disputes. The Platform is available at <http://ec.europa.eu/consumers/odr>. The Organizer is neither willing nor obliged to participate in proceedings before a Consumer Arbitration Board.

17.Final provisions

17.1 The law of the Federal Republic of Germany applies.

17.2 This contract and its annexes include all agreements between the Parties. Oral side agreements do not exist. Text form with scanned signatures of the Parties by email suffices for formally effective contract conclusion. Text form (e.g. email or fax) also suffices for changes and additions to the contract. This also applies to any waiver of this text form requirement.

17.3 The place of fulfilment for all claims arising from the contract will be Berlin. Insofar as no other legally compulsory place of jurisdiction is prescribed, Berlin is hereby agreed as the place of jurisdiction.

17.4 Should individual clauses of these Participant GTCs be or become ineffective, they will be replaced by the statutory regulation from which they deviate.

17.5 The House Rules in their current version form an integral part of these Participant GTCs.

Last updated: April 2022

The Management