

# General Terms and Conditions of Business of Westfalenhallen Dortmund GmbH relating to online sales

## 1. Subject matter and validity of the agreement

1.1 These terms and conditions of business govern the legal relations with respect to ordering and delivery of admission tickets, catalogues or other articles for trade fairs, exhibitions or other events (hereinafter referred to as "events") of companies of Westfalenhallen Dortmund GmbH (hereinafter referred to as "WH") or their partners conducting sales on behalf of WH (hereinafter referred to as "organisers"). Any acquisition only constitutes a contractual relation between the customer and the respective organiser. WH only acts as intermediary for the contract in the name and on behalf of the relevant organiser and is only engaged by the customer to carry out the processing including dispatch. The event services are primarily subject to the general terms and conditions of the relevant organiser and the customers are specifically informed of this when placing an order. Any contractual claims due to violations of obligations of the event agreement shall only be directed against the organiser. 1

1.2 We do not assume any liability whatsoever for the accuracy and completeness of the information relating to events on the homepages of WH which has been made available by third parties.

1.3 Upon placement of an order, the customer acknowledges these general terms and conditions as being the binding contractual basis. Any deviating, contrary and additional terms and conditions of the customer are not valid.

## 2. Effective conclusion of contract

2.1 All offers are subject to change and constitute a non-binding invitation for customers to order admission tickets, catalogues or any other articles. The order made online by the customer constitutes a binding offer for the conclusion of a contract. WH accepts the offer in that the admission tickets are provided for download, sent via email or the order of any other article is confirmed via email.

2.2 With respect to trade fairs, WH reserves the right to only sell admission tickets to specialised visitors or professional buyers and to control whether the ticket buyer in question is a specialised visitor in an appropriate manner.

2.3 Admission tickets may only be acquired for private or professional purposes of the customer. Any commercial resale of admission tickets is not allowed. With respect to trade fairs, the admission tickets may not be transferred to third parties without the consent of WH. Any violation of this provision gives WH the right to refuse future sales of tickets or to ban the relevant customer from entering the premises.

## 3. Delivery and availability of goods

3.1 If WH accepts the order of the customer, the customer shall - according to the order - receive via email an electronic ticket, a confirmation and/or the invoice or WH provides the ticket for downloading. Orders are only performed against cash in advance. The sale of any and all products is subject to availability. Should the supply be exhausted, WH rejects the conclusion of a contract.

3.2 Partial deliveries are possible.

3.3 If the customer is an entrepreneur, the risk passes to the customer upon provision of the ticket for printout in the event of placement of the order for an online ticket. Otherwise, the risk passes over as soon as WH or their supplier hands over the object of sale to the person executing the transport or if the object of sale has left the premises of WH for dispatch. If the dispatch becomes impossible through no fault on the part of WH, the risk passes to the customer upon notification of the readiness for dispatch. If the customer is a consumer, the risk of accidental loss or deterioration passes to the customer upon placing the order if the order relates to an online ticket for printout. In the event of a purchase with dispatch, the risk only passes upon handover of the object of sale. If, in exceptional cases, the event envisages that the tickets are to be collected on site by the visitor, the visitor shall be obliged to pick up the tickets on time on the date of the event at one of the designated counters, presenting the order confirmation and his/her personal ID-card.

3.4 Tickets printed out by the customer via the print@home procedure are only valid if paid for in full. Multiple printouts of a print@home ticket or other multiplications for fraudulent use of tickets are not allowed. The ticket is validated upon first scanning of the specific bar code on the print@home ticket when visiting the event.

3.5 The customer shall be obliged to check the number, size, price, date, time, event and place of event within five working days upon receipt of the delivery. Complaints with respect to erroneous tickets must be made within this period upon receipt of the object of sale. The post mark or date of receipt of the email is relevant for compliance with the complaint period.

#### 4. Price components and payment

4.1 Additional fees may be imposed for service and dispatch performances which may vary depending on the event. These fees are shown in the shopping cart when placing the order. There are no further non-disclosed costs. Statutory value-added tax is included in the final price.

4.2 Should the customer request the dispatch of an invoice in paper form for the tickets, WH may charge a handling fee in the amount of Euro 1.50 in this respect.

4.3 Payments by the customer are solely affected by means of credit card unless WH accepts other forms of payment in individual cases. By stating the credit card data, the customer confirms his entitlement to use the funds in the credit card account and that the required coverage is given. In the event of charge back (due to a lack of coverage of the current account, due to expiry of the current account or on grounds of unjustified objection made by the account holder). WH shall be entitled to charge a handling fee to be determined by WH at equitable discretion. The customer authorizes WH to submit the direct debit again to cover any penalty payment obligations. All amounts become due for payment immediately upon conclusion of the contract without deductions. If payment was not effected, WH shall be entitled to invalidate the tickets.

#### 5. Warranty and liability

5.1 Provided that no regulation to the contrary is made hereinafter, warranty and liability shall be subject to the legal provisions.

5.2 For any damages other than injury of life, body and health, WH shall only be liable to the extent to which such damages are due to intentional or gross negligent actions or culpable violation of an

essential contractual obligation on the part of WH. Should an essential contractual obligation be violated in a negligent manner, the liability of WH in this respect is limited to the foreseeable damage typical of the contract. Any further liability for damages is excluded.

5.3 To the extent that the liability of WH according to the above regulations has been effectively excluded or limited, this shall also apply to the personal liability of the employees, other staff members, bodies, representatives or vicarious agents of WH.

5.4 Any delays in delivery or performance on the grounds of force majeure or other events rendering the performance and delivery much more complicated or impossible - including in particular strikes, lock-outs, government orders etc., also if they occur with respect to contractual partners of WH or their contractual partners - are not deemed as fault of WH.

5.5 WH reserves the right to make changes to the program or cast. Any claims for return and refunding of the ticket price in this respect are only valid in the event of substantial changes or if they cannot be expected of the visitor in consideration of his legitimate interests.

## 6. Right of cancellation

If WH offers services in the field of leisure activities, in particular admission tickets for events, there shall be no distance contract according to Section 312 b BGB if WH undertakes upon conclusion of the contract to render the services at a specific time or within a precisely specified period. This means that there is no right of cancellation or return. Therefore, each order of admission tickets becomes binding with the confirmation by WH and constitutes an obligation to accept and pay for the tickets ordered. In all other respects, the following shall apply:

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ancellation policy  
ancellation:

ay cancel your contractual declaration within 14 days without stating any reasons in text form (e. g. letter or - if you receive the object of sale prior to the expiry of the term - by returning the object of sale. The period begins upon receipt of this information in text form, however, not before the recipient has received the goods (in the case of recurring deliveries of identical goods not before receipt of the first partial delivery) and not prior to the fulfilment of our information obligations according to Article 246 section 2 in connection with section 1 and 2 EGBGB [Einführungsgesetz zum Bürgerlichen Gesetzbuch = Introductory Act to the German Civil Code] and our obligations according to Section 312g, paragraph 1, sentence 1 BGB in connection with Article 3 EGBGB. In order to comply with the cancellation period, the timely dispatch of the cancellation notice is relevant. Please direct the cancellation to: Westfalenhallen Dortmund GmbH, Strobelallee 45 Dortmund, Fax: 0231 / 12 04 888, email: [online-shop@westfalenhallen.de](mailto:online-shop@westfalenhallen.de) Consequences of cancellation: In the event of valid cancellation, the mutually received services shall be returned and any benefits drawn (e. g. discounts) shall also be returned. Should you be unable to return the received services and utilizations (e. g. benefits) or only in part or deteriorated conditions, you are obliged to compensate us for the relevant value. (In the case of services: This can mean that you may nonetheless have to meet your contractual payment obligation until cancellation.) For the deterioration of the goods and the benefits drawn, you will only be obliged to compensate us to the extent to which the utilization or deterioration is due to handling of the goods in a manner requiring the examination of their properties and functioning. "Examination of the properties and functioning" means testing and trying of the relevant goods as customary and possible in a shop. Goods consignable by post must be returned at our risk. You must bear the regular costs for return shipment if the goods delivered do not correspond to the order and the price of the item to be returned does not exceed the amount of EUR 40.00 or, in the case of a higher purchase price, the customer has not yet provided the consideration or a contractually agreed payment at the time of cancellation. Otherwise, the return is free of charge for you. Goods that cannot be

parcel shipment will be picked up at your premises. Obligations for the reimbursement of payments must be fulfilled within 30 days. The period shall commence for you upon sending your cancellation notice or the goods are returned to you with a receipt thereof. Particular reference only with respect to services: Your right of cancellation shall expire if the contract has been performed completely by both parties at your explicit request before you exercise your right of cancellation.

## cancellation policy

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### 7. Cancellation or rescheduling of event

7.1 WH takes back admission tickets against reimbursement of the purchase price if the event has been cancelled or rescheduled by the organiser and the organiser provides the admission fees to WH for the purpose of reimbursing the customer. Should this not be the case, the customer shall immediately contact the organiser for reimbursement of the admission fees. Taking back and reimbursement of the purchase price are only possible if the event is cancelled: up to two weeks after the date of the event. In the event of a rescheduling of the event: up to five days prior to the date of the event.

7.2 If the event is not held or is rescheduled, WH is not obliged to reimburse the remuneration received for their own services.

7.3 A reimbursement without giving back the original tickets is not possible (does not apply to print@home).

### 8 Utilization of the VRR

8.1 As far as this is expressly stated on the relevant ticket, possession of the ticket entitles the visitor to a return journey (2nd class) to the trade fair or event or to and from the event site with the public transport of the regular service of the transport company VRR (Verkehrsbund Rhein-Ruhr covering the area of the Rhine-Ruhr conurbation) on the relevant date as stated on the ticket. WH sells these tickets (combination tickets) in the name and on account of the transport company. The transport contract is exclusively concluded between the utilized transport company and the passenger. Moreover, the General Terms and Conditions of Business of the VRR for combination tickets and, in addition, the General Terms and Conditions of Transport in their current and any revised version shall apply.

8.2 In the event that several week days are stated on the combination ticket/day ticket, the visitor shall clearly indicate the relevant date of the event visit in the respective field prior to the commencement of journey. The travel entitlement shall apply to the period of the event on the day stated. In the case of a full-event ticket, the ticket shall be valid for the entire term of the trade fair or the event for all outward and return journeys to and from the trade-fair site or the location of the event within the area of VRR. The travel entitlement is only given upon presentation of a valid identification document with picture.

8.3 If the event is cancelled, the ticket is no longer valid. Should the event be rescheduled, the ticket is only valid on the rescheduled date and not on the original date of the event.

### 9 Data protection

9.1 Personal data of the customer are obtained, processed and used within the framework of statutory provisions. Details in this respect can be derived from the data protection regulations of WH.

## 10 Miscellaneous

10.1 In addition, in particular with respect to the access to the events and halls, the holding of the event and public order and security in the halls of WH, the house rules of Messe Westfalenhallen and the event centre Westfalenhallen shall apply.

10.2 Adolescents are subject to applicable youth protection regulations.

10.3 Admission tickets are no longer valid upon leaving the location of the event unless provided for otherwise.

## 11 Final provisions

11.1 Should individual provisions of these business relations be or become invalid, this shall not affect the validity of the remaining provisions of the contract. The invalid provision or the aspect not considered shall be replaced by an appropriate legal provision. This shall also apply to the filling of legal loopholes.

11.2 Dortmund shall be the exclusive place of jurisdiction and performance for any and all claims, provided that the customer is not a registered trader, does not have any general jurisdiction within Germany, transfers his residence or usual abode abroad upon conclusion of the contract or if his residence or usual abode is not known when the action is filed. The laws of the Federal Republic of Germany apply under exclusion of the United Nations Convention on Contracts for the International Sale of goods, CISG).

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