

General Terms and Conditions of INTERPLAN Congress, Meeting & Event Management AG

1. Scope

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of INTERPLAN Congress, Meeting & Event Management AG (hereinafter referred to as "INTERPLAN") apply to all services (hereinafter referred to as "services" or "Services") provided by INTERPLAN and its affiliated companies to companies in the sense of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law (hereinafter referred to as "Customer") in the field of planning, organising and implementing congresses and events (hereinafter referred to as "Event"). § Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (hereinafter referred to as "customer") in the field of planning, organisation and realisation of congresses and events (hereinafter referred to as "event") in Germany and abroad as well as for all services of other providers (hereinafter referred to as "services of other providers") that are available from INTERPLAN and as such become part of the respective contract between INTERPLAN and the customer.
- 1.2 General terms and conditions of the customer that deviate from these GTC are only effective if they have been confirmed in writing by INTERPLAN. Any other general terms and conditions of the customer will not be accepted and the inclusion of such terms and conditions is hereby objected to.
- 1.3 Deviations from or additions to these GTC must be made in writing. Verbal ancillary agreements at the time of conclusion of the contract are only legally binding if they have been confirmed in writing by INTERPLAN. This also applies to changes off he contract after conclusion of the contract.
- 1.4 Order documents, such as service specifications, service descriptions, purchase orders and/or supplemental terms and conditions, may contain specific dates of business transactions that apply to certain types of services. In the event of any inconsistency between these GTC and any such an order document, the latter shall take precedence over these GTC for the specific business transaction.

2. Conclusion of contract

- 2.1 A contract (hereinafter referred to as "individual contract") shall be concluded upon countersignature of a customer order by INTERPLAN or upon acceptance of an offer submitted by INTERPLAN by the customer (hereinafter jointly referred to as "parties").
- 2.2 With receipt by INTERPLAN of a signed registration form provided by INTERPLAN, in particular for an exhibition space or a presentation service, the customer submits a binding contractual offer to INTERPLAN. INTERPLAN may accept this contractual offer within a period of two weeks vis-à-vis the customer by issuing a written order confirmation.
- 2.3 Quotations from INTERPLAN are subject to change without notice and are non-binding, unless expressly agreed otherwise in writing, and remain valid for a period of two weeks from the date of issue. However, INTERPLAN reserves the right to revoke or amend offers at any time until acceptance by the customer.
- 2.4 Price and performance specifications as well as other declarations or assurances are only binding for INTERPLAN if they have been submitted or confirmed by INTERPLAN in text form.
- 2.5 Changes or additions to an offer or these GTC by the customer will be considered as a new offer by the customer.

3. Services of INTERPLAN

- 3.1 In case of doubt, the scope of the agreed services results from the individual contract on which the provision of services is based.
- 3.2 The services included in the registration forms are in general final. The inclusion of additional services, e.g. the additional placement of advertising material, is possible within the context of additional agreements, but must be coordinated with INTERPLAN in advance and approved by INTERPLAN.
- 3.3 The provided services are - unless expressly agreed otherwise between the parties - to be considered as services; a specific success is not owed in this respect. In particular, INTERPLAN does not guarantee the number of visitors, participation of all announced speakers or programme contents, nor does it guarantee any sales.
- 3.4 Unless otherwise stated in the respective offer, the responsibility for the project and its success remains with the customer. Irrespective of this, INTERPLAN is responsible for the provision of the services in accordance with the contract.
- 3.5 The services do not include the provision of hardware or software. Any provision of hardware or software agreed in the context of the services is exclusively subject to the terms and conditions of a separate hardware provision or software licence agreement.
- 3.6 INTERPLAN's service hours include Monday to Thursday (except public holidays at INTERPLAN's head office) from 9:00 to 17:00, on Friday until 15:00.
- 3.7 If and to the extent that the customer does not provide any specifications for the provision of services (e.g. with regard to concept, design and/or technology), INTERPLAN is free to decide how to perform the services.
- 3.8 If, during or after the provision of the services, the client wishes to make changes beyond the services agreed in the individual contract, he shall bear the additional costs.
- 3.9 If the execution of the order is delayed for reasons for which the customer is responsible, INTERPLAN may demand an appropriate increase in the remuneration.
- 3.10 The provision of services by INTERPLAN does not include legal advice by INTERPLAN nor does INTERPLAN undertake any examination of the legal validity, in particular the admissibility and correctness of the services under competition, trademark and brand law. Furthermore, INTERPLAN does not provide services in tax, investment, financing, insolvency, IT, auditing and accounting matters.
- 3.11 The services of INTERPLAN cannot replace management decisions of the customer and the procurement of services of third parties, in particular in the areas listed in clause 3.10. The customer is solely responsible for its management decisions and the use of the services. The client is solely responsible for its management decisions, the use of the services, the operation and traffic safety of the client's business and compliance with the statutory provisions in this respect.
- 3.12 INTERPLAN is entitled to provide the services itself or through its own employees or through third parties, in particular affiliated companies of INTERPLAN.
- 3.13 INTERPLAN may offer services of other providers (hereinafter referred to as "INTERPLAN Business Partner") or an INTERPLAN service may provide access to services of other providers, the use of which may require the customer to accept the displayed terms and conditions of these providers. By linking to or using the services of other providers, the customer agrees to their terms and conditions. INTERPLAN is not involved in these agreements of other providers and is not responsible for the services of other providers.
- 3.14 INTERPLAN Business Partners who use or make available Services are independent of INTERPLAN and decide solely on their prices and terms. INTERPLAN is not responsible for their actions, omissions, statements or offers.

4. Allocation of exhibition space and presentation opportunities

- 4.1 The location of the allocated exhibition space can be taken from the sketch plan. In general, booth areas will be allocated in the order in which registrations are received, taking into account local conditions. Placement requests will be taken into account as far as possible. Booth allocation will be confirmed in writing.
- 4.2 In the course of further planning, minor deviations in the allocation of space of up to 10% may arise for unforeseeable reasons, affecting the location or size of the individual booths. In this case, claims by the customer against INTERPLAN cannot be derived.
- 4.3 Presentation services are generally awarded on a first come - first served basis. No options on specific services can be awarded.

5. Rental of booths

- 5.1 If the individual contract includes the rental of booths, the following applies: In general, only the bare area is rented. The rental price does not include any superstructures, connections and/or equipment. The maximum booth height stated in the customer information will not be exceeded. Neighbouring booths may not be obstructed in their self-advertising by structures and banners. The rear walls of booths must always be kept clean and free of obstructions from the floor to the top edge.
- 5.2 The details regarding booth construction, booth design and/or additional regulations are set out in the congress-specific General Exhibitor Information and/or the Exhibitor Manual and are binding for the customer.

6. Realisation of additional events accompanying the congress

- 6.1 When arranging and conducting additional events accompanying the congress, consideration will be given to the contents and the competitor situation at parallel events wherever possible. There is no entitlement to a specific time slot or room or a corresponding location of the exhibition booth.

- 6.2 INTERPLAN will ensure that all information on the additional events accompanying the congress is published in the congress printed matter and on the Internet. The customer therefore undertakes to send the title and programme of the additional events accompanying the congress to INTERPLAN on time and on the agreed dates. Late submission may result in the information not being published or being incomplete.
- 6.3 For the additional events accompanying the congress, as a rule the rooms are available that are also integrated into the regular congress schedule. Existing technology and equipment are at the customer's disposal. The customer is not entitled to any modifications if he wishes to make changes.
- 6.4 In particular, such requests can only be fulfilled if they can be carried out within the time available. Any additional costs arising from this shall be borne by the customer.
- 6.5 As a matter of principle, the client himself is responsible for a possible further training certification of the additional events accompanying the congress and the issuing of the certificates on site.

7. Implementation of online events

- 7.1 INTERPLAN also provides its services in the area of planning, organisation and implementation of online events and so-called virtual congresses as well as so-called hybrid events (combination of offline and online event) (hereinafter collectively referred to as "online events").
- 7.2 In the case of online events, INTERPLAN offers the services pursuant to according to clauses 3 to 6 – as far as applicable - in particular any exhibition space and presentation possibilities and the possibility of renting (virtual) booths in the context of the online event, for example on a website or in a virtual 3D environment.
- 7.3 All provisions of these GTC also apply - insofar as applicable - to the services of INTERPLAN in the context of online events.
- 7.4 In the context of online events, the customer is in particular obliged to check its data and information for viruses or other harmful components before transmission, to observe all legal requirements, in particular the relevant data protection requirements, and to clarify any technical requirements on the part of the customer with INTERPLAN in advance of the event.

8. Cooperation obligations of the customer

- 8.1 Each of the parties shall appoint a contact person for the duration of the implementation of an order/project. The measures necessary on both sides in accordance with the contractual regulations for the implementation of an order shall be coordinated between these contact persons. The respective contact persons shall be named in text form to the other party within a period of 10 days after conclusion of the contract.
- 8.2 In order to provide the services within the agreed schedule and budget, INTERPLAN relies on the cooperative collaboration of the client. This includes, in particular, that the client provides all relevant information and required personnel in a timely manner and informs INTERPLAN at an early stage of any matters or concerns the client may have regarding the services.
- 8.3 The cooperation obligations also include - to the extent and insofar as this is necessary and/or agreed for the productive working capability of INTERPLAN with regard to the respective individual contract - in particular the provision and set-up of any necessary system accesses, network connections, roles and authorisations, accesses to the premises, aids, application software, infrastructure, tools, data, hardware as well as their administration, the release of costs or cost estimates, concepts, drafts and, if applicable, acceptance of (partial) services. The responsibility for the working materials, information, data and/or preliminary work supplied by the customer lies exclusively with the customer. Timely transmission in the requested form is a basic prerequisite for the respective project success.
- 8.4 The customer is responsible for ensuring that any content provided by him or by third parties commissioned by him or via him is correct, legally permissible, suitable for the purpose of the contract and free of any conflicting rights of third parties for the contractually intended use by INTERPLAN.
- 8.5 If the customer has been provided with personalised access data in connection with the service to be provided, the disclosure of such data, including within the customer's organisation, is prohibited. The customer shall inform INTERPLAN without delay if changes and/or risks arise with regard to access data provided by INTERPLAN, in particular if employees of the customer who are authorised to access the service leave the customer's company.
- 8.6 Image and sound recordings or transmissions by the customer or third parties require the consent of INTERPLAN and the persons involved. The use of megaphones, loudspeakers or other means of sound reproduction is prohibited. In any case, it must be avoided that the course of the event is disturbed.
- 8.7 Registration and payment of fees to GEMA is the responsibility of the customer.

9. Property rights/legal requirements

- 9.1 The customer is fully responsible for compliance with the authority regulations and/or legal obligations incumbent upon him, in particular fire, radiation protection and accident prevention regulations and data protection requirements as well as any specifications with regard to an event, in particular those of the respective organisers and/or lessors. The customer guarantees the forwarding of all relevant specifications and regulations to all parties involved, e.g. agencies, stand builders, etc. and vouches for compliance by third parties. In particular, the internal regulations in the exhibition building are binding for all exhibitors and their suppliers.
- 9.2 In particular, the customer is obliged to observe all specifications with regard to occupational health and safety and accident prevention and product safety and to only show faultlessly secured machines, apparatus and other operating equipment that comply with the respectively applicable occupational health and safety and accident prevention and product safety regulations. The customer shall be liable for any personal injury or property damage caused by machines, apparatus, equipment and work in the customer's area of responsibility.
- 9.3 Data of the customer, in particular data and/or content provided by the customer to INTERPLAN (hereinafter referred to as "customer data") may be protected by data protection law or by copyright or other proprietary rights. The customer grants INTERPLAN the right to process and use customer data for the purpose of providing the service and as provided for in the contract, in particular, if necessary, to reproduce it and make it publicly accessible.
- 9.4 The customer guarantees to INTERPLAN that he is entitled to grant the rights pursuant to clause 9.3 and that no rights of third parties (e.g. due to contractual relationships with third parties, due to unresolved rights of use or data protection requirements) are opposed and furthermore that no statutory provisions are violated by the processing and use of the customer data in accordance with the contract.
- 9.5 The customer shall indemnify INTERPLAN upon first request against any claims asserted by third parties against INTERPLAN or an affiliated company of INTERPLAN due to the customer's non-compliance with official and/or statutory requirements and/or infringements of rights committed by the customer and/or due to a breach of the obligations under this clause 9 by the customer. This indemnity shall apply including any reasonable legal prosecution and/or legal defence costs.
- 9.6 INTERPLAN is entitled to have photographs, drawings and photo and video recordings made of the congress events and to use them for advertising or press publications without the customer being able to raise objections or claims for remuneration.

10. Performance/delivery deadlines and dates

- 10.1 If no time frame is contractually agreed for the respective specific performance, performance/delivery deadlines and dates for the services to be provided shall be agreed by the parties in text form.
- 10.2 Performance/delivery deadlines and dates are only binding if they have been confirmed by INTERPLAN in text form.
- 10.3 Compliance with performance/delivery deadlines and/or dates requires that the order has been fully clarified, all approvals have been granted and payments, securities and other cooperation obligations to be provided by the customer (e.g. procurement or provision of documents, provision of information, etc.) have been received or provided by INTERPLAN in due time. Deadlines shall be extended appropriately if the aforementioned prerequisites are not all fulfilled on time.
- 10.4 Delays for reasons beyond INTERPLAN's control (e.g. force majeure, fault of third parties or occurrence of other unforeseeable events beyond its control) shall extend the deadlines appropriately.
- 10.5 Should INTERPLAN be in default with its performance, the customer shall only be entitled to exercise the rights to which it is entitled by law after setting a reasonable grace period.

11. Remuneration and terms of payment

- 11.1 INTERPLAN will receive the remuneration for the services according to the individual contract as described in the registration forms and other documents of INTERPLAN plus the statutory value added tax - if applicable, according to the VAT regulations of the country of the event.
- 11.2 After conclusion of the individual contract, in accordance with clause 2, INTERPLAN will send the customer a proper invoice for the total amount for the booked services.
- 11.3 Invoice amounts are due upon receipt of the invoice and payment of the entire invoice amount must be made within 14 days without discount to an account specified by INTERPLAN. Bank charges for transfers from abroad and exchange rate differences, if any, shall be borne by the customer.
- 11.4 Full payment of the invoice amount is a prerequisite and condition for INTERPLAN's obligation to fulfil the contract and for any participation in the congress or event.
- 11.5 Any additional services ordered will be invoiced separately. Irrespective of this, the customer may be charged a flat rate for waste disposal on a pro rata basis in accordance with the relevant exhibitor information.
- 11.6 Costs that may be incurred for the production of advertising material and brochures, travel expenses for speakers, presentation material etc. are not included in the prices specified in the individual contract and must be borne by the client.
- 11.7 The information requested with the registration forms regarding invoicing as well as data relevant to the contract and implementation must be correctly transmitted to INTERPLAN by the customer. If additional administrative expenses are incurred due to missing and/or incorrect data, these are to be reimbursed by the customer, at least in the amount of a flat processing fee of € 150.00.
- 11.8 If the customer acts in breach of contract, in particular by not paying an invoice amount due, INTERPLAN is entitled to withdraw from the contract in accordance with the statutory provisions, provided that the customer has previously been set a reasonable deadline for payment or such a deadline is dispensable according to the statutory provisions.
- 11.9 Prepaid services must be used within the agreed period. INTERPLAN does not grant credits or refunds for prepaid one-off fees or other remuneration already due or paid.
- 12. Right to refuse performance/default**
- 12.1 If the customer is in arrears with his payment obligation, INTERPLAN is entitled to make use of a right to refuse performance with regard to the contractually agreed services, insofar as the customer has not settled the outstanding debt despite setting a deadline and giving appropriate notice.
- 12.2 During the assertion of the right to refuse performance, the customer is obliged to continue to pay any usage-independent charges.
- 12.3 If the customer ceases to make payments, if there is over-indebtedness or if an application is made to open composition or insolvency proceedings, or if the customer defaults on honouring due bills of exchange or cheques, the total claim of INTERPLAN shall become due immediately. The same applies in the event of any other significant deterioration of the customer's financial circumstances. In addition, INTERPLAN is entitled in these cases to demand sufficient security or to withdraw from the contract.
- 13. Data protection**
- 13.1 The parties undertake to observe all relevant legal provisions in their cooperation and, in particular, to conclude all contracts required under data protection law.
- 13.2 Insofar as the data to be processed by INTERPLAN on behalf of the customer is personal data, this constitutes commissioned data processing in which the customer is the controller within the meaning of Art. 4 No. 7 DSGVO and INTERPLAN is the processor within the meaning of Art. 4 No. 8 DSGVO.
- 13.3 The customer agrees that INTERPLAN may also use electronic means of communication such as e-mail and internet as well as mobile means of telecommunication in its communication with the customer and its affiliated companies, consultants, customers and third parties.
- 13.4 INTERPLAN will not accept or request data deliveries by e-mail. Data deliveries must be made exclusively in encrypted form and/or via a secure data transfer portal. INTERPLAN cannot be held liable if data, in particular personal data, is delivered by e-mail without being requested.
- 14. Confidentiality**
- 14.1 Confidential Information means (i) the existence and provisions of this Agreement, (ii) regardless of its form, all information exchanged between the parties under or in connection with this Agreement which is expressly marked in writing as "confidential" or similar and (iii) all business secrets within the meaning of the German Act on the Protection of Business Secrets (GeschGehG) as well as (iv) technical or commercial information of any kind or other information which is designated as confidential or which by its nature is to be regarded as confidential.
- 14.2 The parties shall treat all confidential information (i) as strictly confidential, in particular protect it carefully and take appropriate measures against access by unauthorised persons, (ii) only make it accessible to those employees and consultants - including those of affiliated companies, if applicable - who require access to the confidential information and evaluation and inform them of the confidential nature of the information. (iii) not make it available in any form to third parties (third parties within the meaning of the confidentiality agreement are not lawyers or auditors commissioned by the parties or other professionals who are legally obliged to maintain confidentiality) without the written consent of the other party and (iv) use it exclusively for the agreed purpose of implementing this agreement.
- 14.3 The parties are not obliged to keep confidential information which (i) is generally known or intended for publication at the time of disclosure, (ii) was demonstrably already in the possession of the other party prior to disclosure by one party, (iii) was developed or independently acquired by one of the parties without violating this agreement, (iv) authorised by the written consent of the disclosing party; (v) lawfully made available to the parties by a third party without a duty of confidentiality; or (vi) required to be disclosed pursuant to any law, stock exchange or securities law regulation or governmental or court order or similar requirement. The parties shall notify the other party of the request or demand for disclosure as soon as it becomes known to the respective Party and to the extent such notification is not prohibited by law, regulatory, judicial or similar order.
- 14.4 The confidentiality obligation shall end at the earliest at the end of the fifth year after termination of the contract.
- 14.5 However, this Agreement does not restrict INTERPLAN and its affiliates, officers and employees in the use of information that persons having access to Confidential Information may retain in their memory and that translates into experience, expertise, knowledge and skill.
- 15. Liability of INTERPLAN**
- 15.1 INTERPLAN shall be liable for all damage caused intentionally or by gross negligence in accordance with the statutory provisions.
- 15.2 INTERPLAN shall also be liable for damages for which it is responsible arising from injury to life, limb or health and any liability under the German Product Liability Act as well as in the scope of application of § 70 German Telecommunications Act or in the event of the assumption of a guarantee for the quality or existence of a performance success or in the event of the assumption of a procurement risk shall remain unaffected.
- 15.3 INTERPLAN and its affiliated companies shall only be liable for all other damages insofar as this involves the breach of an essential obligation, the fulfilment of which is a prerequisite for the proper performance of the respective individual contract and on the observance of which the customer could rely ("cardinal obligation"), but always only to the amount of the typical, foreseeable damage.
- 15.4 Furthermore, INTERPLAN and its affiliated companies shall not be liable insofar as the liability is based on incorrect or incomplete data or information received by INTERPLAN from the customer or its affiliated companies or vicarious agents, nor for damages resulting from breaches of contractual and/or statutory obligations by the customer.
- 15.5 In the event of a delay or impossibility for which INTERPLAN is responsible and which does not constitute a material breach of contractual duty, INTERPLAN's liability is excluded.
- 15.6 Any further liability of INTERPLAN is excluded regardless of the legal nature of the asserted claim. This applies in particular to tort claims, claims for reimbursement of futile expenses and liability for any indirect or consequential damages, such as loss of profit.
- 15.7 The customer's claims for damages shall become statute-barred after one year. The statute of limitations begins with the accrual of the respective claim for damages and the customer's knowledge or grossly negligent lack of knowledge of the grounds for the claim and the person of the infringer; irrespective of this, the claim for damages shall become statute-barred three years after the infringing act.
- 15.8 Insofar as the liability of INTERPLAN is excluded or limited, this shall also apply to the liability of its employees, representatives and vicarious agents or other third parties used by INTERPLAN for the performance of this contract.
- 15.9 If claims are asserted against INTERPLAN due to circumstances for which the customer is responsible (e.g., but not limited to, inadmissible content or infringement of third party rights), the customer shall indemnify INTERPLAN against all claims asserted by third parties in this regard upon first request. Furthermore, the customer shall reimburse INTERPLAN for all direct damages and expenses incurred in this context. This applies in particular to the reimbursement of costs for a defence against the asserted claim in the amount of the statutory fees.
- 15.10 In particular, the customer shall also indemnify INTERPLAN against such claims of third parties that have arisen due to the fact that the customer or its clientele behaves unlawfully and INTERPLAN is held jointly responsible due to the services provided.
- 16. Force majeure**
- 16.1 In case of force majeure, any liability of INTERPLAN is excluded. Cases of force majeure are (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunications, information systems or power; (vii) general industrial unrest such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings; (viii) general labour unrest such as boycott, boycott, strike, lockout, slowdown, occupation of factories and buildings; (viii) cancellation of flights, closure of airports or other transport routes due to snow/ice/severe weather, terrorist attacks, threats or travel warnings affecting the country, city or urban area in which the event is held; power or other network failures as well as not entirely insignificant technical faults and other unforeseeable, unavoidable and serious events. In this case, INTERPLAN is entitled, at its own discretion, to suspend or postpone the provision of the affected services in whole or in part and to make up for it at an alternative date after the obstacle to performance has ceased to exist, if possible. INTERPLAN will notify the customer in text form (letter, fax, e-mail) of the respective event and the resulting suspension or postponement of the service, as well as its reinstatement or replacement. In the case of partial services, INTERPLAN is entitled to invoice the same per partial invoice or interim invoice.
- 16.2 If performance becomes impossible due to the impediment to performance, each party is entitled to withdraw from the contract or to terminate the relevant part of the contract without notice. The contractual partner is obliged to pay for the services rendered by INTERPLAN up to the time of termination.
- 16.3 Interplan may alternatively retain up to 25% of the invoice amount as general expenses.
- 17. Term/termination/continuing obligations**
- 17.1 Unless otherwise stated in the respective individual contract, an individual contract concluded for a fixed term is generally concluded for an indefinite period.
- 17.2 After conclusion of the contract, the client may terminate the individual contract up to 24 weeks before the start of the congress or event against payment of 25% of the contractually agreed total amount.
- 17.3 After expiry of the aforementioned deadline, 100% of the contractually agreed total amount is due.
- 17.4 The provisions of clauses 17.2 and 17.3 shall also apply to contracts concluded at a time that is already 24 or fewer weeks before the start of the event.
- 17.5 Furthermore, the individual contract may be terminated by either party for cause without notice if facts have occurred which, taking into account all circumstances and weighing the legitimate interests of both parties, make it unreasonable for either party to continue the individual contract. Good cause shall be deemed to exist in particular if the other party persistently breaches a material provision of the individual contract in a serious manner and this breach (if curable) is not cured within 90 (ninety) days after receipt of the written demand by the respective other party.
- 17.6 Termination or other termination of the individual contract shall not affect any liability, claim or obligation arising prior to such termination or termination, except as otherwise provided in this Agreement.
- 17.7 If the customer terminates the contract without INTERPLAN being at fault in this respect or if the event covered by the contract is cancelled, the contractual partner shall continue to be obliged to pay INTERPLAN the agreed remuneration. However, INTERPLAN shall be credited for any expenses saved as a result of the termination or cancellation or for any expenses it acquires or maliciously refrains from acquiring by using its manpower elsewhere on the same date.
- 17.8 Any termination must be made in text form.
- 17.9 After termination of the contractual relationship, INTERPLAN is no longer obliged to provide the contractual services. INTERPLAN may delete all data that the customer has transmitted and/or provided to INTERPLAN, including e-mails in the mailboxes, after ten days. The timely storage and backup of data is therefore the responsibility of the customer.
- 18. Other provisions**
- 18.1 Individual contracts and the rights and obligations provided for therein may not be assigned or transferred by the parties unless otherwise provided for in the individual contract. The provision of § 354a HGB remains unaffected. The customer shall only be entitled to offset or exercise a right of retention in the case of counterclaims that have been legally established or are undisputed or acknowledged.
- 18.2 Contracts concluded on the basis of these GTC contain all agreements and understandings between the parties with regard to the subject matter of the individual contract and supersede all prior negotiations, understandings and agreements on the subject matter of the individual contract. Verbal subsidiary agreements do not exist.
- 18.3 Any amendments and supplements - including this written form requirement - must be made in writing.
- 18.4 Should these GTC or a contract concluded between the parties be or become incomplete or unenforceable or ineffective in individual provisions, they shall remain effective in all other respects.
- 18.5 The unenforceable provision shall be replaced by an enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the unenforceable provision.
- 18.6 Insofar as provisions have not become part of the contract, are incomplete or ineffective, the content of the contract shall be governed by the statutory provisions.
- 18.7 The law of the Federal Republic of Germany shall apply exclusively to the contracts concluded on the basis of these GTC and to claims arising from them, irrespective of their nature, in particular with regard to all services rendered under them and other services, to the exclusion of the provisions on the UN Convention on Contracts for the International Sale of Goods and to the exclusion of German private international law.
- 18.8 For all disputes arising from or in connection with the services or the individual contract or about its validity or termination, the courts at the registered office of INTERPLAN shall have exclusive jurisdiction.

(as of June 2022)