

## **1. General Terms and Conditions of the German Association for Defence Technology – Centre for Studies and Conferences mbH (SGW)**

1.1. All agreements shall be subject to German law. The place of performance and place of jurisdiction shall be Bonn.

1.2. The fees specified in the price list issued by SGW for the individual event shall be deemed agreed.

1.3. The fees shall be due within the term of payment specified in the respective price list; however, in case that no term of payment is specified, no later than four (4) weeks after the invoice date. In case of failure to pay on the due date, default interest at a rate of 5% above the respective base rate of the European Central Bank shall be charged. Starting with the second payment order, a fee of €5.00 shall be charged.

1.4. If the invoice address differs from the address of the customer, it shall be specified separately.

1.5. Pursuant to §§ 26 and 34 of the Federal Data Protection Act of 1 January 1978, it is pointed out that SGW makes use of electronic data processing for its distribution activities and contract execution. For this purpose, any personal data significant for the execution of the contract are stored. Any dissemination of personal data is excluded.

1.6. In case that any of the terms and conditions set forth above or below violates statutory provisions, the validity of all other provisions shall not be affected thereby. In such case, the invalid provision shall be interpreted in such a manner that the economic purpose connected with the provision at issue is achieved to the extent possible.

1.7. Any goods ordered and delivered shall remain the property of SGW until full payment.

## **2. Terms and Conditions for Events**

2.1. The participation in any event and/or exhibition organised by SGW shall be subject to the General Terms and Conditions of SGW mbH.

2.2. Any participation in an event organised by SGW requires a registration in writing. An online registration via the homepage [www.dwt-sgw.de](http://www.dwt-sgw.de) qualifies as a written registration as well. A withdrawal from participation in the event is possible in writing free of charge by the withdrawal date specified in the participation conditions; after such date, the full participation fee shall be charged. A substitute participant may be named at any time.

2.3. Any participation as an exhibitor in an event organised by SGW requires a registration in writing. A withdrawal from participation in the exhibition is possible in writing free of charge by the withdrawal dates specified in the participation conditions and price list or at a cancellation fee of €500.00. Four (4) weeks prior to the event, the full exhibition fee shall be payable as a rule.

2.4. In case that SGW interrupts or cancels the event since the event cannot be held due to force majeure or other circumstances beyond the control of SGW, or since SGW can no longer be reasonably expected to hold the event, SGW shall not be liable for any damage or disadvantage incurred by participants or exhibitors as a result of the interruption or cancellation of the event. In case that SGW cancels an event for any other reasons, any registered participants and exhibitors shall be notified immediately and any participation and exhibi-

tion fees already paid shall be reimbursed. In this regard, the liability of SGW shall be limited to the participation and exhibition fees; SGW shall not be liable for any damage or disadvantage incurred by participants or exhibitors as a result of the cancellation of the event.

## **3. Terms and Conditions for Advertisement Orders**

3.1. Advertisement orders shall be subject to the General Terms and Conditions of SGW mbH and the advertisement price list.

3.2. An "Advertisement Order" is an agreement regarding the publication of one or more advertisements of an advertiser in a publication for the purpose of distribution.

3.3. SGW is entitled to refuse Advertisement Orders for their content, origin or technical form according to uniform, objectively justified principles if the content violates the law, unfair competition rules, official provisions or public policy or their publication cannot be reasonably expected from SGW or its parent company DWT.

3.4. No guarantee is provided for the inclusion of advertisements at specific positions within the publication although customers' wishes will be considered to the extent possible within the scope of the technical requirements.

3.5. Advertisement Orders are binding if placed orally, by phone, in writing, by fax or by e-mail and confirmed by SGW in writing. The execution of an Advertisement Order is subject to the information set forth in the order confirmation.

3.6. The customer placing the order is responsible for the timely delivery of the print documents, data sets or supplements required for the execution of the order. If the execution of the Advertisement Order is not possible since such documents are not made available in time or completely, the customer shall bear the full costs of the advertisement. In case that digital print documents are transmitted for advertisements, supplements or inserts on data carriers or online/by e-mail, an additional printout with correct colours is required separately by post/courier with setting and/or printing specifications. Otherwise, no guarantee can be assumed for correct colour reproduction, accurateness and completeness.

3.7. The publisher warrants the typographically faultless reproduction of the advertisement. Any unsuitable or damaged print documents shall be returned to the customer without delay.

3.8. In case of any faulty print of the advertisement for which SGW is responsible, the customer is entitled to a price reduction. Any further claims of the customer are excluded.

3.9. The customer shall bear the costs for the preparation of ordered drafts, lithographs and final artworks as well as subsequent changes, also of delivered data.

3.10. Any text advertisements not recognizable as such due to their design shall be clearly labelled as an advertisement.

3.11. Proofs shall be delivered upon request only. If the customer fails to return the proof

provided to him in due time within the deadline set, the permission to print shall be deemed to have been granted.

3.12. Print documents shall be returned upon special request only. The retention period amounts to three months after the execution of the order.

3.13. Any damage claims of the customer for advertisements not published in time or at all are excluded unless it can be proven that the contractor acted with intent, gross negligence or in violation of a material contractual duty.

3.14. Any further liability is excluded. Any amendments or cancellations shall be transmitted in writing exactly stating the text and the issue by the advertisement deadline at the latest. In case of a cancellation, any production or preparation costs that may have been incurred already shall be borne by the customer.

3.15. The publication date may be changed. Unless a specific publication date was determined and agreed, such a change does not entitle the customer to cancel the advertisement.

3.16. Unless a specific advertisement size was agreed, the advertisement shall be charged according to the size specified in the written order confirmation and actually published.

3.17. The advertisement sizes shall be subject to the formats determined in the media data only. Any advertisements not corresponding to the determined formats shall be adjusted in price according to the size.

3.18. In case of any change in the advertisement prices, the terms and conditions of the respective new price list shall take effect as from its effective date. For current orders, a grace period of three months shall be granted.

3.19. No commission payments shall be made to advertising agents.

3.20. The publisher shall provide a free specimen copy immediately after the publication of the advertisement. If a specimen copy can no longer be obtained, it shall be replaced by a legally binding certificate from the publisher attesting that the advertisement has been published.

Valid as from September 2007