

16.–19. Sep 25

§ 1 Scope

1. Event title

HUSUM WIND

2. Landlord / Organisation

Messe Husum & Congress GmbH & Co. KG
Am Messeplatz 12 –18, 25813 Husum, Germany
(hereinafter referred to as „MHC“)

3. Place

Exhibition grounds
Am Messeplatz 12 –18
25813 Husum, Germany

1.1 These terms and Conditions of use shall apply in the event that MHC makes conference and meeting rooms available to the respective user on the exhibition grounds during HUSUM WIND. For the purposes of these terms of use, a user is any natural or legal person or association of persons under private or public law to whom the above-mentioned rooms and areas are made available for use in accordance with the contract. Transfer to third parties is only permissible with the consent of MHC.

1.2 Additional or contradictory contractual terms and conditions of the user shall not apply unless MHC has expressly acknowledged them in writing. If agreements deviating from these terms of use are made in the contract, such agreements shall always take precedence over the corresponding provision within these terms of use.

§ 2 Conclusion of contract, amendments to contract

2.1 The contract is concluded through an offer by the user and its acceptance by MHC.

2.2 The provision of an online booking system by the MHC merely constitutes an invitation to the user to submit an offer on the terms and conditions noted. The user's offer is declared when he sends his room booking by clicking on the „booking icon“. The offer is received upon receipt of the order on the server on which MHC hosts/has hosted the booking requests.

2.3 Acceptance of the offer is effected by MHC sending a confirmation e-mail to the user. Acceptance shall be deemed to have been received upon receipt of the e-mail on the incoming mail server (e-mail server) on which the user hosts/has his e-mails hosted.

2.4 In the course of a successful booking, the user receives a query to specify his lecture slots, which he undertakes to return completed upon conclusion of the contract. If the query for the lecture slot is only completed after the 30.06.2025, a fee of 95.00 euros plus VAT will be charged.

§ 3 Contact person

Prior to the event, the user shall name a contact person to the MHC who will be available on site for organisational purposes if required.

§ 4 Handover, Careful Treatment, Return

4.1 Upon handover of the rooms and areas, the MHC and the user may request a joint inspection of the premises, including the technical equipment, emergency exits and escape routes. If the user discovers defects or damage, the MHC must be notified of these immediately. Both parties may request that a handover report be drawn up in which the condition and any defects or damage are to be recorded. If the preparation of a handover report is waived, it shall be assumed that no recognisable defects beyond normal signs of use were present at the time of handover.

4.2 All objects, superstructures and decorations brought in by the user must be removed completely and without residue by the agreed end of dismantling and the rooms/areas must be returned to

MHC in a swept clean condition. Any items remaining on the premises may be removed at the expense of the user.

4.3 Exceeding the duration of the booked slot shall be charged with a fee of 100.00 Euro plus VAT per 5 minutes or part thereof.

§ 5 Usage fee

5.1 The contractually agreed fee is derived from the room rental agreement or from a calculation attached to this agreement. To this shall be added the charges for any further services which can only be specifically determined at the end of the contract and any additional services ordered subsequently. All agreed fees shall be subject to the statutory value-added tax applicable at the time the services are provided at the place of performance.

5.2 If the period between conclusion of the contract and use exceeds four months, MHC shall be entitled to invoice the contractually agreed services on the basis of the current price list applicable at the time the event is held. In such a case, a possible price increase may not exceed 10% of the prices valid at the time of conclusion of the contract.

5.3 Full settlement shall be made on the basis of a final invoice at the end of the contract term on the basis of the services rendered. Advance payments already made shall be offset against the final invoice.

5.4 Payments shall be made to the account of MHC within 10 days of invoicing. In the event of default in payment, MHC shall be entitled to charge default interest at a rate of 9 percentage points above the base interest rate of the ECB to companies and persons acting in a commercial capacity as well as a flat-rate default fee of 40.00 euros. MHC reserves the right to prove higher damages caused by default.

§ 6 Liability of the user

6.1 The user shall be liable for all damage caused by him/her, his/her representatives, the participants or other third parties in connection with the use of the premises provided. MHC shall be entitled to repair or have repaired any damage caused at the expense of the user.

6.2 The user shall indemnify the MHC against all claims by third parties insofar as these are the responsibility of the user, his/her vicarious agents or participants and visitors in connection with the use of the premises provided.

6.3 Users who, with the consent of the MHC, bring systems, equipment or structures into rooms or set them up in areas shall assume full responsibility for safety from the start of set-up until complete dismantling.

§ 7 Liability of the MHC

7.1 MHC shall leave the rooms and areas to the user in the condition in which they are found. MHC shall not be liable for damages for initial defects in the rooms, areas and facilities provided, irrespective of fault.

7.2 MHC's liability for simple negligence shall be excluded insofar as no essential contractual obligations have been breached.

7.3 A reduction of the fees due to defects shall only be considered if MHC has been notified of the intention to reduce the fees during the term of the letting.

7.4 MHC shall not be liable for the loss of objects and valuables brought in by the user, insofar as a deposit agreement has not been expressly concluded in return for payment.

16.–19. Sep 25

§ 8 Withdrawal from the contract

8.1 The MHC shall be entitled, without prejudice to statutory provisions, to withdraw from the contract if

a) the payments to be made by the user (usage fees, advance payments, security deposits, etc.) have not been made on time, or
b) legal regulations or safety and fire protection regulations are violated by the user.

8.2 If MHC exercises its right to withdraw from the contract for one of the reasons stated in clause 8.1, the claim to payment of the agreed fees shall remain in force, but MHC shall be obliged to offset any expenses saved.

§ 9 Cancellation, Cancellation of Events

9.1 If the user does not hold an event at the agreed time for a reason for which MHC is not responsible, the user shall be obliged to pay a cancellation fee based on the contractually agreed fees. The same shall apply if the user withdraws from or extraordinarily terminates the contract without being entitled to an individually agreed or mandatory statutory right of termination or withdrawal. The cancellation fee in these cases shall be as follows:

- up to 24 weeks before the start of use 30 %,
- up to 16 months before the start of use 50 %,
- less than 16 weeks before commencement of use 100 %

of the agreed usage fees for the provision of rooms and spaces. Cancellation must be made in writing.

9.2 Expenses already incurred on the part of the MHC, including the costs of service providers already commissioned, shall be invoiced on a case-by-case basis upon presentation of proof.

9.3 If MHC has incurred higher damages, it shall be entitled to present the damages in the corresponding amount instead of the cancellation fee and to demand compensation from the user. The user shall be at liberty to prove that no damage or substantially less damage has been incurred or that the expense is lower than the flat-rate cancellation fee demanded.

§ 10 Force majeure

10.1 Force majeure is an external event which has a massive impact on the contractual relationship and which, according to human insight and experience, is unforeseeable and cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care reasonably to be expected in the circumstances.

10.2 If the premises cannot be made available on the agreed date as a result of force majeure, both parties shall be entitled to withdraw from the contract insofar as no agreement is reached on the rescheduling of the transfer of use.

10.3 In the event of withdrawal pursuant to Clause 10.2, the user shall remain obliged to compensate MHC for all expenses already incurred up to the time of cancellation of the event, including the costs of service providers already commissioned. In all other respects, the contracting parties shall be released from their performance obligations.

10.4 The number of visitors present as well as the cancellation of speakers, lecturers, artists and other participants in the event of the provision of rooms shall be within the sphere of risk of the user.

§ 11 Catering

Catering within the exhibition grounds shall be provided by the catering partner contractually associated with MHC. The user is not permitted to bring food and beverages into the premises himself or via a third party (caterer) unless MHC expressly grants permission to do so. The granting of permission may be made dependent on

the payment of an appropriate fee (catering fee) and proof of the existence of a licence under catering law.

§ 12 Data Processing, Data Protection

In order to fulfil the contractually agreed business purposes, the processing of personal data transmitted between contracting parties shall also be carried out in accordance with the provisions of the EU General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG-New).

§ 13 Exercise of domiciliary rights

MHC and the persons authorised for this purpose shall continue to have unrestricted domiciliary rights vis-à-vis the user, his visitors and third parties for the duration of the contractual relationship.

§ 14 Rights of set-off and retention

The user shall only be entitled to rights of set-off and retention vis-à-vis MHC if his counterclaims have been legally established, are undisputed or have been recognised by MHC.

§ 15 Final provisions

15.1 The place of performance for all claims arising from the contract shall be Husum. The law of the Federal Republic of Germany shall apply.

15.2 If the user is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Husum is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

15.3 Should individual clauses of these terms of use be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the statutory provision of the German Civil Code (BGB) shall apply.