

**General Terms and Conditions of KIT for registration for the event „ICOVIS 2018 –
Vibro-Impact-Systems and Systems with non-smooth Interactions“**

§1 Scope:

- (1) The registration for the event „ICOVIS 2018 – Vibro-Impact-Systems and Systems with non-smooth Interactions“ at the Karlsruhe Institute of Technology, Corporation of Public Law (hereinafter referred to as "KIT") takes place via the registration form, which will be sent to the participants by e-mail.

- (2) For the legal relationship between the KIT and the person / institution that registers as such via the registration form ("Customer"), only the present general terms and conditions for registration of the event „ICOVIS 2018 – Vibro-Impact-Systems and Systems with non-smooth Interactions“ are applicable in the version valid at the time of registration.

§ 2 Registration:

- (1) Registration

Registration for an event must always be made via the registration form by e-mail (sylvia.gelsok@kit.edu). The registration is binding. The Customer must ensure the correct specification of the data required for the registration.

- (2) With the electronic dispatch of the registration form for the concrete event the Customer accepts these conditions. Deviating conditions, in particular general terms and conditions of the Customer, only apply if they are expressly acknowledged by KIT in writing. This also applies if the customer refers to his general terms and conditions in the context of further correspondence.

- (3) A contract based on such registration for the event shall only be concluded between the Customer and KIT upon transmission of a confirmation by e-mail by KIT to the Customer due to the preceding transmission of a completed application form by the Customer.

- (4) The legal declarations (for example, registrations and terminations / cancellations) require the written form or an equivalent form of communication technology (e-mail) unless otherwise stated in these Terms and Conditions

- (5) The applications will be considered in the order they are received. If an application cannot be considered, the applicant will receive a notification.
- (6) The written confirmation or confirmation by e-mail is considered a certificate of participation and confirmation of participation, if no other documents, such as tickets, must be presented at the on-site registration.
- (7) The Customer cannot lay claim to an event being conducted by a specific speaker. This also applies if the event was announced with the name of a speaker.

§ 3 Fees and conditions of payment:

- (1) The participation fees are to be paid in full before the beginning of the event. Payment is by bank transfer; cash payment is not possible. The fees are requested by invoice. After receipt of the invoice, the invoice amount is to be paid without discount deduction within 30 days stating the full invoice number.
- (2) If the payment is not present on the day of the beginning of the event, the participant can be excluded from the participation and the place can be assigned to someone else.

§ 4 Duration of the contract, Right of withdrawal

- (1) Duration of the contract
The contract comes into force with the receipt of the registration confirmation from KIT and terminates with the last day of the event.
- (2) Right of withdrawal:
As far as you are a consumer, you have the following right of withdrawal:

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The period of withdrawal is fourteen days from the date of conclusion of the contract. To exercise your right of withdrawal, you must contact us at

Karlsruhe Institute of Technology (KIT)
Institute of Engineering Mechanics
Chair for Dynamics/Mechatronics

Ms Sylvia Gelsok
Kaiserstraße 10
76131 Karlsruhe

or via e-mail: sylvia.gelsok@kit.edu

or via fax: +49 721 608-46070

by means of a clear statement (eg a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. In order to maintain the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we must repay all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer) immediately and at the latest within fourteen days from the date on which the notification of your withdrawal from this contract has reached us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case will you be charged for any repayment fees.

If you have requested that the services be commenced during the period of cancellation, you must pay to us an adequate amount equal to the proportion of services already provided by us at the time you inform us of the exercise of the right of withdrawal in comparison with the total volume of services provided for in the contract.

End of withdrawal instructions

§ 5 Cancellation/Rebooking:

- (1) The cancellation of an application must be in writing.
- (2) Cancellations made in writing more than two months before the beginning of the event lead to a complete exemption from the payment of the fee.
- (3) If the participation is canceled between two months and more than one month before the beginning of the event, 30 % of the participation fee will be charged. In individual cases, hardship regulations can be made; these are decided by KIT.
- (4) If the participation is canceled one month or less before the beginning of the event or if the participant does not appear for the event, the full participation fee will be charged. In individual cases, hardship regulations can be made; these are decided by KIT.

(5) A rebooking in favour of a substitute participant is possible at any time free of charge.

§ 6 Rescission of KIT:

- (1) The KIT reserves the right to change event dates, venues or speakers for operational or personal reasons as well as due to force majeure. This does not entitle the Customer to cancel or reduce the participation fee. Force majeure includes in particular the following events: war, orders of higher authority, sabotage, strikes and lockouts, natural disasters, geological changes and impacts.
- (2) KIT reserves the right to cancel an event for important reasons (eg illness of the speaker) at short notice. In the case of illness of the speaker, there is no claim to the performance of the event. Already paid invoice amounts will be refunded in this case by KIT. All further claims of the Customer against the KIT are excluded.
- (3) KIT also reserves the right to cancel events, in particular due to insufficient number of participants. The Customer will be informed immediately in this case. Already paid invoice amounts will be refunded in this case by KIT. Any further claims of the Customer against the KIT are excluded.

§ 7 Conference documents:

- (1) Each Customer who has successfully submitted an abstract orders KIT free of charge to make the submitted and accepted abstract available to all participants in printed form. There will be no compensation to this Customer. This order remains in effect in case of a later cancellation or withdrawal from the event, unless the cancellation or withdrawal is declared in good time before printing.
- (2) All conference documents are protected by copyright and are for personal use only.
- (3) All rights, including those of translation, reprinting and duplication in whole or in part, are reserved by the author. No part of the documents may be reproduced, distributed or used for public disclosure - even in part - without the prior written consent of the author in any form - not even for educational purposes.
- (4) The granting of rights of use to the Customer is subject to the full payment of fees. Until full payment, KIT retains ownership of all conference documents.

§ 8 Liability:

- (1) Within the scope of the statutory provisions, KIT shall only be liable for property and pecuniary losses caused by intent or gross negligence.
- (2) If essential contractual obligations are violated, the KIT shall be liable for intent and negligence. In case of slight negligence, liability shall be limited to direct damage foreseeable and typical of this type of agreement. Essential contractual obligations shall be obligations that protect the contracting parties' essential contractual legal positions to be conferred on them in accordance with the content and purpose of this contract. Essential contractual obligations shall also be obligations, the fulfillment of which makes the proper execution of the contract possible and on the observation of which the contracting party should regularly be able to rely.
- (3) The limitation/exclusion of liability shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz) on account of fraudulent behavior, liability for guaranteed characteristics, or injury to life, body, or health.

§ 9 House rules

The respective house rules of the event locations apply.

§ 10 Data protection

- (1) In connection with the event „ICOVIS 2018 – Vibro-Impact-Systems and Systems with non-smooth Interactions“ KIT collects, uses and stores personal data of participants in accordance with the provisions of the State Data Protection Act (LDSG) of the state of Baden-Württemberg.
- (2) By allowing our users / Customer to apply or allow others to apply on your behalf, you agree that KIT will use, disclose, transmit and save your personal information or other information that KIT receives as a result of this application in accordance with the provisions of the LDSG.

§ 11 Concluding provisions

- (1) Any modifications and amendments of this contract including these general terms and conditions shall be in writing to be effective. This requirement of written form shall be waived in writing only.
- (2) Should a provision of this contract including these general terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions of this

contract or the contract as a whole. The said provision shall be replaced retroactively by a new legally valid provision, the result of which shall reflect as much as possible the invalid provision which it will replace.

- (3) This contract, its conclusion and implementation is subject exclusively to the law of the Federal Republic of Germany. International private law and the UN sales law is not applicable. Compulsory provisions of the state in which the consumer has his habitual residence remain unaffected.
- (4) The legal venue for all disputes arising from this contract shall be Karlsruhe, Germany. The rules on exclusive jurisdiction shall remain unaffected. Contract language shall be English.