



From Address:
EIHA Projects GmbH
Münsterstr. 336
40470 Düsseldorf
Germany
BE 0784.438.010

General Terms and Condition

These general terms and conditions apply to all contracts of:

EIHA projects GmbH

Münsterstrasse 336
40470 Düsseldorf
Germany

Phone: +49 211 699 90 56 10

E-mail: info@eiha.org

Registered at: Amtsgericht Düsseldorf, HRB90002

VAT ID number: BE 0784.438.010

1. General, Customers, Language

- (1) All offers, sales contracts, deliveries and services made on the basis of orders by our customers (each, a „Customer“) through our Ticket Shop on <https://eiha-conference.org/tickets/> (the „Ticket Shop“) shall be governed by these general terms and conditions of sale (the „General Terms and Conditions“).
- (2) The product offerings in the Online Shop are directed to both Consumers and Business Customers (as defined below), but in each case only to end users. For the purpose of these General Terms and Conditions, (i) a „Consumer“ is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity (Sec. 13 of the German Civil Code), and (ii) a „Business Customer“ is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity (Sec. 14 (1) of the German Civil Code).
- (3) Standard business conditions of the Customer do not apply, regardless of whether or not we expressly object to them in a particular case.
- (4) Our contracts with the Customer shall be made exclusively in English language. Therefore, only the English version of these General Terms and Conditions shall be relevant

2. Conclusion of Contract

- (1) Our offerings on the website <https://eiha-conference.org> are non-binding.
- (2) The customer can choose whether he is EIHA Member, Non EIHA Member, Press, Student or University/Researcher. Depending on his selection, he will be taken to a direct shop page (Non EIHA Member) or to a page where he can upload additional proofs (e.g. press, student, university). After providing his data and uploading the proofs, the data and proofs will be checked by us. After the verification, the customer receives an e-mail to a separate shoppage. There he goes through the ordering process, like a Non EIHA Member with the prices that are available for him.
- (3) The Non EIHA Member customer can select the relevant tickets and collect them in a „shopping cart“ via the button „add to Basket“. By clicking on the button „place order“, he submits a binding application to purchase the tickets in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted these General Terms and Condition on the button „Accept General Terms and Condition“.
- (4) By placing an order in the Ticket Shop, the Customer makes a binding offer to purchase the relevant ticket. The

offer will remain open for acceptance by us for a period ending at the end of the third business day following the day of the offer.

(5) The order shall be deemed to be accepted by us either upon subsequent (e-mail) acceptance of the order or by dispatching the ticket. The sales contract with the Customer shall not become effective until our acceptance.

(6) In the confirmation e-mail or in a separate e-mail, but no later than upon delivery of the tickets, the text of the contract (consisting of the order and the General Terms and Condition) will be sent by us to the customer on a permanent data carrier (e-mail or paper printout) (contract confirmation). The contract text will be stored in compliance with data protection.

(7) Any Customer who is a Consumer shall be entitled to revoke the offer in accordance with the cancellation and return policy as separately made available to the Customer on our website during the ordering process.

(8) Online conferences take place via Zoom Video Communication, in compliance with GDPR data protection.

3. Prices and Payment

(1) Our prices include 19 % statutory VAT.

(2) Unless expressly otherwise agreed by us, the customer can only pay in advance (SEPA bank transfer), Paypal or credit card (Stripe).

(3) The Customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.

4. Dates and deadlines

(1) If the conferences are online, participants will receive a link for video participation one week before the start of the conference.

(2) The deadline for booking is indicated in the conference details. After the deadline, booking is not possible. Regardless of that, we reserve the right to limit the number of participants.

5. Type of Shipment

Unless otherwise specified, the data required for the participation in the online-conference will be transmitted exclusively by e-mail.

6. Intellectual Property Rights

The Customer shall have no right to make copies of the conference or documents of the conference.

7. Applicable Law and Competent Courts

(1) Any contracts entered into between us and the Customer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions. If the Customer is a Consumer and has his or her habitual residence in another country, the Customer shall, however, continue to have the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law applicable in the state of the Customer's habitual residence.

(2) If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (Kaufmann within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law, the courts in Duesseldorf, Germany shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, we or the Customer may file suit before any court of competent jurisdiction under applicable law.

Right of withdrawal for consumer

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day:

- in the case of a service contract: of the conclusion of the contract.
- in the case of a sales contract: on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us

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of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In the case of sales contracts in which we have not offered to collect the goods in the event of withdrawal, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

If the consumer has received goods in connection with the contract:

You shall send back the goods to us (EIHA projects GmbH, Münsterstrasse 336, 40470 Düsseldorf), without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

In the case of a contract for the provision of services:

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

To: _____

[here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]

I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1),

Ordered on (1)/received on (1): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

(1) Delete as appropriate.