

# General Terms of Business for the Online TicketShop of NürnbergMesse GmbH for EUROPEAN HEAT PUMP SUMMIT 2025 (hereinafter referred to as "GTB Online TicketShop")

As per May 2025

# 1. Applicability

The GTB Online TicketShop of NürnbergMesse GmbH are part of the contracts concluded between NürnbergMesse GmbH (hereinafter referred to as "NürnbergMesse") and the client (hereinafter referred to as the "client") regarding the ordering and dispatch of goods and tickets. These terms and conditions apply exclusively **unless otherwise agreed in writing.** Any of the client's General Terms of Business that deviate from these terms do not apply.

#### 2. Orders/ conclusion of contract

- (1) The goods and tickets offered by NürnbergMesse in the Online TicketShop represent a non-binding request to the client to order them from NürnbergMesse. Only by placing an order does the client make a binding offer for conclusion of a contract. NürnbergMesse accepts the offer of a contract by the client subject to the availability of the goods and tickets by sending the client confirmation of his order by email. Basically, the client shall have no right of return or refund in respect of goods and tickets. If NürnbergMesse becomes aware during the processing of the order that the ordered goods or tickets are not available, the client is informed of this by separate email. Tickets can be returned free of charge if canceled in writing by email to besucherservice@nuernbergmesse.de up to and including 29.09.2025. Cancellations after 30.09.2025 will not be eligible for a refund of the ticket price.
- (2) In the case of trade fairs, NürnbergMesse reserves the right to issue tickets exclusively to trade visitors and to carry out appropriate checks of their trade visitor status. Tickets for trade fairs must not be sold or transferred in any way to third parties unless NürnbergMesse has given its written permission in advance.
- (3) In relation to trade fairs, the order can also be placed on behalf of a named third party. In this connection, apart from the telephone number, fax number and the e-mail address, all the personal data of the third party is logged. The structural data of this third party is also requested and logged. In placing the order, in relation to the transfer of this third-party data, the purchaser provides assurance they have sufficient authorization.



### 3. Payment terms and prices

- (1) Payment for goods and tickets is by credit card, Paypal or on account.
- (2) Unless otherwise agreed, the prices stated by NürnbergMesse are in euros and include the statutory VAT.

# 4. Availability

The client is usually entitled to order an unlimited number of tickets. If this is not the case, the limit will be marked for the relevant product.

# 5. Delivery

After receipt of the order, the ordering party – and also in the case of an order for a third party – will receive confirmation by email for the tickets as well as PDF files at the same time so that the tickets can be printed out in the print@home procedure or be saved on mobile end devices. The tickets are also stored as a mobile ticket (passbook/wallet) in the ordering party's user account.

# 6. Liability

- (1) The client is obliged to check the tickets on delivery without delay to ensure that they are correct and complete and to lodge complaints against NürnbergMesse in writing or by email without delay. The statutory regulations on liability for defects also apply.
- (2) NürnbergMesse assumes unlimited liability if the cause of the damage is attributable to an intentional or grossly negligent breach of obligations by NürnbergMesse.
- (3) NürnbergMesse also accepts liability for any slightly negligent breach of essential obligations, the infringement of which endangers the fulfilment of the intent of the contract, or for a breach of obligations whose fulfilment is a prerequisite for the proper execution of the contract and on adherence to which the client can normally rely. However, in this case NürnbergMesse is liable only for foreseeable, typical contractual damage. NürnbergMesse is not liable for a slightly negligent breach of other obligations than those identified in the above clauses.
- (4) The foregoing limitations of liability do not apply to damage done to a person's life, body and health or in the case of maliciously concealed defects.
- (5) If the liability of NürnbergMesse is excluded or subject to limitations, this applies also to the personal liability of employees, representatives or vicarious agents of NürnbergMesse.



## 7. Data protection notice for lead tracking

Further information on data protection, in particular on exercising your data subject rights and on your contact options, can be found at <a href="https://www.nuernbergmesse.de/en/data-protection">www.nuernbergmesse.de/en/data-protection</a>.

# 8. Place of fulfilment and jurisdiction

- (1) The place of fulfilment and jurisdiction for all obligations arising from the contractual relationship is Nuremberg if the client is a businessman, a legal entity under public law or special fund under public law, or does not have a place of jurisdiction in Germany.
- (2) German law and the German text prevail. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

#### 9. Amendments to terms and conditions of sale

NürnbergMesse reserves the right to make changes at any time to the website, rules and conditions, including these General Terms of Business. The General Terms of Business that apply to the client's order are those in force at the time of placing the order, unless an amendment of the conditions is required by law or by order of the authorities.

# 10. Copyright

© Copyright NürnbergMesse GmbH, Nürnberg (Germany). All rights reserved. All texts, images, graphics, video files, animation files and sound files and their arrangement on the website are subject to copyright law and other laws that protect intellectual property. These rights and the content of the NürnbergMesse website may not be copied or amended for industrial or commercial purposes or for distribution, and their use on other websites is not permitted. NürnbergMesse draws attention to the fact that some websites contain images that are subject to the copyright of the persons who made them available to NürnbergMesse.

# 11. Severability clause

If a provision of these GTB Online TicketShop or a provision in the context of other agreements proves to be or becomes void, the validity of all other provisions, agreements and the contractual relationship between the parties are not affected or impaired. If such a case arises, the client together with NürnbergMesse will replace the void provision with an effective one that most closely represents the business purpose of the void provision.



#### 12. Declaration of cancellation and model cancellation form

(1) Consumers have the following right of cancellation:

#### **Declaration of cancellation**

# Right of cancellation

You have the right to cancel this contract within fourteen days, without giving a reason.

The cancellation period is fourteen days from the date on which you or a third party indicated by you, other than the carrier, takes physical possession of the goods.

In order to exercise your right of cancellation, you need to inform us of your decision to cancel this contract by sending a clear declaration to this effect to

NürnbergMesse GmbH, BesucherService, Messezentrum, 90471 Nürnberg, Germany, Tel: +49 (0) 911 8606-0, Fax: +49 (0) 911 – 8606-8670, email: besucherservice@nuernbergmesse.de

(e.g. by post, fax or email). You may use the attached model cancellation form, but it is not obligatory. You may fill in and submit the model cancellation form or any other unequivocal statement electronically on our website <a href="https://www.nuernbergmesse.de/revocation">www.nuernbergmesse.de/revocation</a>. If you use this option, we will provide you with immediate confirmation (e.g. by email) of the receipt of such cancellation.

To meet the deadline for cancellation, it is sufficient to have sent your communication concerning the exercise of the right of cancellation before the deadline for cancellation.

#### **Consequences of cancellation**

If you cancel this contract, we will reimburse all payments we receive from you, including delivery costs (except for the additional costs arising from the fact that you chose a method of delivery other than the cheapest standard delivered we offer) – immediately and at the latest within fourteen days from the date on which we receive notice of your cancellation of this contract. For this reimbursement, we will use the same method of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for such reimbursement. We may refuse reimbursement until such time as we have received the goods back, or until you have demonstrated that you have sent back the goods, whichever is earlier.

You must send back or hand over the goods to us promptly and in any event by not later than fourteen days from the date on which you notify us of the cancellation of

this contract. This deadline is deemed met if you send the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You must pay for any diminished value of the goods only when such diminished value is due to your unnecessary handling of the goods within the scope of checking the nature, characteristics and functioning thereof.

#### End of declaration of cancellation

Model cancellation form
If you wish to cancel this contract, please fill out this form and send it back to this address:
NürnbergMesse GmbH, BesucherService, Messezentrum, 90471 Nürnberg, Germany, Fax: +49 (0) 911 8606 8670, email: besucherservice@nuernbergmesse.de
I/we (*) hereby cancel the contract I/we (*) concluded regarding the purchase of the following goods (*)/the provision of the following services (*):
Ordered on (*):/received on (*)
Name of consumer(s)
Address of consumer(s)
Signature of consumer(s) (only required for paper copies)
Date
(*) delete as applicable

(2) Exclusion of cancellation right



The right of revocation shall not exist for the following contracts:

Contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, car rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period of performance (§ 312g para. 2 sentence 1 no. 9 of the Civil Code).