



General Terms and Conditions of the Deutsche Glastechnische Gesellschaft e.V.

§1. Definitions and validity of the conditions

All business relationships are based exclusively on these General Terms and Conditions. They are an integral part of all contracts that the Deutsche Glastechnische Gesellschaft e.V. (hereinafter referred to as DGG) concludes with contractual partners. They also apply to all future contracts, even if they are not separately agreed again.

Terms and conditions of the contractual partner or third parties shall not apply, even if DGG does not separately object to their validity in individual cases. Even if the contractual partner refers to a letter that contains or refers to terms and conditions, this does not constitute agreement with the validity of those terms and conditions.

§2. Conclusion of the contract

In the event of a contract being concluded, the contract with the Deutsche Glastechnische Gesellschaft e.V.

Deutsche Glastechnische Gesellschaft e.V.
Siemensstraße 45
63071 Offenbach am Main

§3. Authorisation to participate in an event

The presentation of events in advertising (flyers, complete programme, e-mail newsletter, etc.) and on the Internet does not constitute a legally binding contractual offer by DGG, but is a non-binding invitation to interested parties to book events. By sending the registration form or another corresponding written declaration of registration (via the Internet, e-mail, letter or fax) for the desired event, the interested party submits a binding offer to conclude a contract. After checking the offer, the registration is confirmed by DGG in writing or in text form by e-mail and is thus legally binding. The confirmation contains an Internet reference to the DGG's General Terms and Conditions. A claim to participation only arises with this confirmation. In the case of online events, the participant will also receive the link to the virtual event room by e-mail shortly before the event. For face-to-face events, information on travelling to the event will be sent to the participant shortly before the event. Registrations will be considered in the order in which they are received, as places are limited depending on the event.

When registering via the website of the Deutsche Glastechnische Gesellschaft e.V., interested parties may initially receive a purely informative confirmation of receipt of their registration after submitting the online order, which does not yet constitute a binding confirmation of registration.

The sending of an invoice for participation in the event replaces the sending of a confirmation of receipt and/or registration by the DGG.

In special cases (e.g. disruptive behaviour, vandalism, non-attendance, late payment), DGG may exclude the participant from further participation. In such cases, there is no entitlement to a refund of the participation fee.

§4. Cancellation policy for consumers

§4.1. Right of cancellation

As a consumer within the meaning of Section 13 of the German Civil Code (BGB) (private individuals), you have the right to cancel your registration in writing without giving reasons. The cancellation period is 14 days from the date of confirmation of registration by DGG (conclusion of contract).

This right of cancellation expires prematurely if the booked event has taken place and you have participated in it, or if the customer has already used the booked service, i.e. by using/logging in the access data sent.

To exercise the right of cancellation, you must inform DGG of your decision to cancel this contract by means of a clear statement (e.g. a letter sent by post, fax or e-mail).

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

§4.2. Consequences of cancellation

If you cancel the contract, we must refund all payments that we have received from you immediately and at the latest within 14 days from the day on which we receive notification of the cancellation of the contract. For the repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

§5. Use of the services

You agree to use the Services only in compliance with these Terms and the regulations and laws relevant to you.

For some services (or parts thereof), DGG may require or offer optional registration for a user account. You are responsible for accurately and truthfully completing and keeping current all information required for registration. You are also responsible for maintaining the security of your password. You may not create accounts by automated means.

The user account is held by the DGG, but can also be used by the Hüt-
tententechnische Vereinigung der Deutschen Glasindustrie e.V. (German Glass Industry Association).

For some services (or parts thereof), DGG allows you to configure a personal profile picture. You are responsible for ensuring that your profile picture is not abusive, does not infringe any copyright, trade mark or other rights and does not offend other users.

For some services (or parts thereof) you can define a personal URL (web address). DGG reserves the right to change or reject this URL, e.g. because you intentionally or unintentionally infringe the trademark rights of a third party or have chosen an offensive URL.

You must not pretend to be someone else.

You undertake not to intentionally disrupt or interrupt the services in any way.

You agree not to reproduce, copy, sell, trade or redistribute the Services.

DGG reserves the right (but is not obligated) to review, filter, edit, refuse or delete content or accounts within the Services. You acknowledge that by using the Services, you may be exposed to data that is offensive, objectionable or otherwise objectionable.

§6. Performance and participation fees

The participation fee applies per person and event date. Unless expressly stated otherwise in the offer, the service offer includes participation in the respective event date and, if applicable, event documents and accompanying events. The scope of the service is primarily determined by the service description.

Hotel accommodation, travel and other costs are not included in the participation fee, unless this is explicitly stated in the service description.

The DGG reserves the right to replace announced speakers with others and to make necessary changes to the event programme while maintaining the overall character of the event, as well as to postpone event dates and/or relocate the event venue and/or offer it as an online event.

§6.1. Discounts

The DGG grants discounts to its personal members as well as employees of DGG and HVG member companies (companies, institutes or museums) and students.

§6.2. Exhibitions

§6.2.1. Organiser

The DGG (hereinafter referred to as the Organiser) organises conferences/congresses etc., possibly with an accompanying exhibition. Rights or obligations arising from the contractual relationship between the exhibitor and the organiser may be transferred in whole or in part to third parties by the organiser.

These General Terms and Conditions, Special Terms and Conditions of Participation and any Technical Terms and Conditions for the respective exhibition, as well as all other terms and conditions included by the organiser, shall apply exclusively. Any deviating terms and conditions of the exhibitor shall not expressly become part of a contractual agreement.

§6.2.2. Offer, event/exhibition theme, exhibitor, co-exhibitor

§6.2.2.1. Offer

The Organiser offers exhibitors presentation areas/exhibition areas for rent in the course of an event. Other services, such as the rental of stand structures and furniture, stand construction, sponsoring and advertising activities, may also be provided by the Organiser or by third parties commissioned by the Organiser.

§6.2.2.2. Event/exhibition theme

The exact thematic focus of an event/exhibition is determined by any special conditions of participation or the presentation of the respective event on an established website.

§6.2.2.3. Exhibitors, admission of companies and exhibits

Exhibitors can be all domestic and foreign companies that are authorised to present their products accordingly. The exhibits to be displayed must correspond to the conference/exhibition theme and, if applicable, be precisely described in the application (which is also an application for admission). A stand must be approved by the organiser in accordance with point 6.2.4. No exhibits other than those registered and approved by the organiser may be exhibited. The Organiser shall decide on the admission of companies, co-exhibitors and other represented companies (so-called co-exhibitors, see Item 6.2.2.4) and their exhibits. In principle, there is no legal entitlement to admission.

A joint stand must be registered by a specific exhibitor. The organiser of a joint stand is not considered an exhibitor. When submitting the application, it must be stated which other participants in the joint stand are co-exhibitors.

§6.2.2.4. Co-exhibitors and additionally represented companies

Co-exhibitors and additionally represented companies (including affiliated companies such as subsidiaries or sister companies) must apply for admission in writing. If applicable, an additional fee must be paid for each co-exhibitor and each additionally represented company.

§6.2.3. Registration

Registration for an exhibition accompanying the conference and the ordering of further services can only be carried out by completing the registration forms or, if applicable, on the organiser's website, accepting the General and Special Terms and Conditions of Participation and, if applicable, the Technical Terms and Conditions. Where applicable, the exhibitors' exhibits must be precisely described. More detailed product descriptions can be requested from the organiser for a more precise presentation. Upon receipt by the organiser, the registration is complete and binding until the organiser notifies the exhibitor of admission or non-admission.

§6.2.4. Authorisation / conclusion of the contract

The organiser shall decide on the acceptance of the application and the admission of the exhibitor, if necessary, after a clarifying discussion. Confirmation shall be made in writing. The sending of an invoice for the ordered service to the customer is also deemed to be confirmation of admission. An exhibition contract and, if applicable, the agreement on further services between the exhibitor and the organiser shall thus be deemed to have been concluded in a legally binding manner. If the content of the confirmation of admission (e.g. stand area, allocation plan) differs from the original content of the exhibitor's application, the contract shall nevertheless be concluded in accordance with the content of the confirmation of admission, unless the exhibitor objects to this in writing within two weeks. Admission may be revoked by the Organiser if it has been granted on the basis of incorrect information or conditions.

§6.2.5. Terms of payment for exhibitors

All invoice amounts of all invoices issued by the organiser or by a third party commissioned by the organiser must be transferred in full before an event, without any deductions and stating the invoice number, free of charges and in euros to the account stated on the invoice. This is a condition for obtaining the exhibition space and, if applicable, for entry in a list of exhibitors and for the issue of exhibitor passes. If payment deadlines are specified separately in the Special Terms and Conditions of Participation for the respective event/exhibition, these must also be observed and complied with. DGG reserves the right to invoice the agreed services electronically by e-mail.

§6.2.6. Resignation

§6.2.6.1. Right of cancellation of the organiser

If payments due under the contract are not made by the exhibitor, the organiser may withdraw from the contract if it has unsuccessfully set the exhibitor a reasonable deadline for performance. The setting of a deadline is dispensable in the cases of § 323 Para. 2 BGB. If the exhibitor breaches its contractual obligation to respect the rights, legal interests and interests of the organiser and/or the organiser can no longer be reasonably expected to adhere to the contract, the organiser may also withdraw from the contract. In all the aforementioned cases of withdrawal by the organiser, the organiser shall also be entitled, in addition to the withdrawal itself, to demand all agreed payments from the exhibitor as lump-sum compensation. The organiser may also claim additional damages. The exhibitor may demand a reduction in the lump-sum compensation if he can prove that the organiser has incurred less damage than the lump-sum compensation claimed.

§6.2.6.2. Right of cancellation of the exhibitor

Withdrawal or a reduction in stand space by the exhibitor is generally no longer possible once the exhibitor has been admitted to the event

and the contract has been concluded, unless the reason for the withdrawal is due to grossly negligent or intentional behaviour on the part of the organiser. This applies accordingly to any additionally agreed services. If participation in the event is cancelled by the exhibitor, the organiser shall be entitled to dispose of the space rented to the exhibitor elsewhere. This shall apply irrespective of whether the exhibitor has a right of cancellation. If an exhibitor cancels his participation in the event without being entitled to a right of withdrawal, he must make all agreed payments to the organiser if the exhibition space remains unrented for the event. This shall apply irrespective of whether the Organiser has used the space elsewhere. In this case, however, the Organiser must take into account the value of the expenses saved as well as the benefits that it receives from the alternative use of the exhibition space. The Special Terms and Conditions of Participation of an event may contain further agreements on the cancellation of the exhibitor, which must be observed accordingly and, if applicable, additionally.

§6.2.7. Force majeure, cancellation of the event

If an event and accompanying exhibition is cancelled by the organiser or cannot take place due to force majeure or other reasons for which the organiser is not responsible, each party shall bear its own costs incurred up to that point. The organiser shall not be liable for any damages or disadvantages incurred by the exhibitor as a result of the cancellation. If the Organiser has incurred costs in advance that are to be borne by the Exhibitor in accordance with the General Terms and Conditions, the Special Terms and Conditions of Participation valid for the event or other contractual provisions, these costs shall be reimbursed accordingly by the Exhibitor. A right of withdrawal or termination or any other claim, in particular a claim for damages on the part of the exhibitor against the organiser, shall not be justified if the organiser is forced by force majeure or other reasons for which it is not responsible to vacate an event area temporarily or for a longer period of time or to postpone or shorten the event.

§6.2.8. Liability, indemnification, statute of limitations, offsetting

§6.2.8.1. Liability of the organiser

Claims for damages and reimbursement of expenses by the exhibitor (hereinafter: claims for damages) are excluded. This shall not apply if the organiser is liable under mandatory law, in particular in the event of intent, gross negligence, injury to life, limb or health or breach of material contractual obligations.

The claim for damages for the breach of essential contractual obligations, insofar as there is no intent or gross negligence or liability for injury to life, body or health (this limitation of liability only applies to entrepreneurs, legal entities under public law and special funds under public law), is limited to the foreseeable damage typical for the contract. The organiser shall not be liable for damage to or loss of objects, stand equipment and stand elements brought in by the exhibitor to exhibitors who are entrepreneurs, legal entities under public law or special funds under public law, irrespective of when such damage or loss occurred. This also applies to vehicles parked on the event site by exhibitors and their employees or authorised third parties. The above provisions do not imply a change in the burden of proof to the disadvantage of the exhibitor.

§6.2.8.2. Exhibitor's liability, exhibitor's obligation to provide insurance cover

The exhibitor is liable for all damage caused by the exhibitor himself, his employees, his authorised representatives or culpably. In particular, the exhibitor shall also be liable for all damage culpably caused by a breach of his duty of care; this also applies if supply and drainage pipes, toilet or heating systems, power lines, etc. are handled improperly. The exhibitor must ensure that visitors and third parties do not damage anything or injure persons in his exhibition area.

The exhibitor shall be liable for all personal injury or damage to property caused by visitors or third parties due to inadequate supervision by the exhibitor in connection with the event. The exhibitor shall also

be liable for all damage to buildings, halls and furnishings caused by the exhibitor himself or his employees, vicarious agents and authorised representatives or their employees. This also includes all damage caused to window and door glass as well as shop windows by the exhibitor himself or his employees, vicarious agents and representatives or their employees, unless there is intent or gross negligence on the part of the organiser or his vicarious agents. The exhibitor shall also be liable for all damage arising from the commissioning of technical equipment brought in by the exhibitor, unless the damage is due to intent or gross negligence on the part of the organiser or its vicarious agents. Before setting up machines, apparatus and other structures, the exhibitor must enquire with the organiser or the person responsible at the venue about the permissible load, in particular point loads, on the hall floors. It is imperative that the maximum loads communicated are observed. Every exhibitor is obliged to take out insurance with adequate cover for the risks mentioned. The insurer must be an insurer authorised by the European Union and all payments due for this must be made by the exhibitor in good time.

§6.2.8.3. Responsibility for legal, in particular competition law, admissibility and permissibility with regard to property rights; indemnification of the organiser

The exhibitor is solely responsible for the legal admissibility, in particular under competition law, of the data, images, etc. and advertisements published in any exhibitor directory, any trade fair catalogue and/or any Internet database set up at the exhibitor's instigation. In particular, these publications may not infringe any industrial property rights (e.g. trade mark rights, copyright) of a third party. Should a third party assert claims against the organiser due to the inadmissibility of an advertisement or other published data under legal or competition law or due to an infringement of industrial property rights, the exhibitor shall indemnify the organiser against all claims asserted, including all costs of necessary legal defence. If claims are asserted due to an advertisement or other published data of a co-exhibitor of the exhibitor or a company additionally represented at the exhibitor's stand, the exhibitor shall also be obliged to indemnify the organiser. The organiser is obliged to inform the exhibitor immediately if a third party raises such claims against the organiser and to coordinate the legal defence with the exhibitor.

§6.2.8.4. Claims of the exhibitor, statute of limitations

The exhibitor must notify the organiser immediately of any defects or faults that occur during the event. Otherwise, the assertion of corresponding claims is excluded. Claims arising from the contractual relationship and all related claims of the exhibitor against the organiser must be asserted in writing to the organiser within 10 days of the end of the event. This does not apply to claims for injury to life, limb or health. This also does not apply to tortious claims, fraudulent intent and culpable impossibility. Claims by the exhibitor shall lapse within three months. This shall not apply if the organiser's liability results from wilful conduct. In this case, as well as in the case of claims for injury to life, limb or health and in the case of tortious claims, fraudulent intent and culpable impossibility, the regular limitation period shall apply.

§6.2.8.5. Offsetting, retention

The exhibitor may only exercise rights of set-off and retention vis-à-vis the organiser if his claims have been legally established, are undisputed or have been recognised by the organiser.

§6.2.9. House rules, exclusion from future trade fairs in the event of violation of conditions of participation

§6.2.9.1. Domestic authority

During the entire event, including set-up and dismantling, the organiser has domiciliary rights. It may be exercised by the organiser against anyone at any time. Instructions issued by the organiser or its vicarious agents must be followed accordingly. Any further additions to this are regulated in the Special Terms and Conditions of Participation for the event and apply in addition.



§6.2.9.2. Exclusion of participants

Exhibitors who violate the General Terms and Conditions or the Special Terms and Conditions of Participation applicable to the respective event despite having been notified to this effect by the Organiser may be excluded from participation in future events by the Organiser - without prejudice to all other rights.

§6.2.10. Photography, filming, video recording, drawing

§6.2.10.1. Legitimation for photo/film production etc.

Within the exhibition rooms, filming, photography and the making of drawings and video recordings is only permitted to persons who have been authorised to do so by the organiser. In particular, it is not permitted in any case to make photographic or other recordings of the stands of other exhibitors. In the event of non-compliance, the organiser may demand the surrender of the photographic material, if necessary by taking legal action.

§6.2.10.2. Advertising purposes and press publications

Photographs, drawings, film and video recordings of the event/exhibition, the stands and the exhibits may be made by the organiser or by a third party commissioned by the organiser. The organiser is entitled to use these for advertising purposes or general press publications.

§6.2.11. Catering and gastronomy

Catering services may only be provided by catering service providers of the event venue or the organiser. The exhibitor may not use the exhibition areas for catering purposes unless the organiser has granted a separate exemption.

§6.2.12. Advertising, advertising material

The distribution of printed matter and the use of other advertising materials are restricted to the exhibitor's own stand area and are accordingly only permitted on the exhibitor's own stand area. The realisation of further advertising measures outside the stand on the event area is prohibited.

§6.2.13. Combating brand and product piracy

Priority industrial property rights of third parties must be observed by the exhibitor. The exhibitor undertakes in advance that in the event that the exhibitor is duly notified that he is infringing the preferential industrial property rights of third parties by exhibiting or offering products or services or by an advertising presentation or in any other way, he shall remove the items in question from the stand without delay.

§6.2.14. Cleaning, waste disposal

§6.2.14.1. Cleaning the exhibitor area

The exhibitor is responsible for cleaning the stand or stand area. This must be carried out daily and completed before the start of the event. If stand cleaning is to be outsourced, the exhibitor must use a cleaning company to be named by the organiser.

§6.2.14.2. Waste avoidance and disposal

The exhibitor undertakes to avoid waste and to comply with any waste disposal concepts of the organiser. After the event, the exhibitor must leave the exhibition space swept clean. Any rubbish or other items left behind by the exhibitor after vacating the stand area will be removed and destroyed by the organiser at the exhibitor's expense.

§7. Realisation of the events

The event can be cancelled without giving reasons. Any fees already paid will then be refunded; the contracting parties shall have no further claims. A change of lecturer or venue does not entitle the participant to withdraw from or cancel the contract.

§8. Terms of payment for participants

DGG reserves the right to invoice the agreed service electronically by e-mail.

After receipt of the invoice, the participation fee must be paid within the period stated on the invoice, usually 14 days, without deduction, stating the full invoice and customer number. Payment can be made by bank transfer or credit card at the participant's discretion. Any other possible payment methods will be listed when the invoice is sent by e-mail. DGG reserves the right to exclude certain payment methods for (online) events and in individual cases. Payment by sending cash or cheques is not possible.

If the participant defaults on payment, DGG shall be entitled to demand default interest of 5.0 percentage points p.a. from consumers within the meaning of Section 13 BGB and 9.0 percentage points p.a. above the applicable base interest rate within the meaning of (Section 247 (1), Section 288 (1) BGB) from other contractual partners.

VAT-liable portions of the event price will be shown accordingly and charged at the applicable full VAT rate. Any catering flat rate shown separately cannot be deselected or booked separately in the course of the events.

DGG reserves the right to adjust prices, even at short notice.

§9. Cancellation conditions

The conditions for cancellation of participation by the participant depend on the type of event and are shown in the programme of the respective event.

The DGG will gladly accept a substitute participant to be nominated in writing at no additional cost. Any difference between the participation fee of e.g. members and non-members or other categories will be invoiced if necessary.

§10. Rights of use and copyright

All contents and materials of the events are protected by copyright. The copyright to the respective content belongs solely to the DGG or, if indicated accordingly, to the respective author or publisher.

Participants are only granted a simple, non-transferable right of use for personal use. In particular, participants and third parties are not permitted to modify the content - even in part - in terms of content or editing or to use modified versions, to copy it for third parties, to make it publicly accessible or forward it, to post it on the Internet or other networks for a fee or free of charge, to imitate it, resell it or use it for commercial purposes. Any copyright notices, labelling or trademarks may not be removed.

The contractual partner agrees to publish image and sound material created during events within the DGG network. Image and sound recordings by participants during the event are prohibited.

§11. Copyright

As the author of the scientific work, the author retains all rights to his or her results. They merely transfer the right to online publication and electronic storage in the DGG network. The DGG is obliged to identify the author as the author of the work in an appropriate manner.

§12. Liability

DGG accepts no liability for the topicality, accuracy and completeness of the event content and materials or for the organisation of the events. In all other respects, the statutory provisions apply.



In the event of a defect for which DGG is responsible, DGG is entitled to choose whether to remedy the defect or make a replacement delivery. Unless otherwise stated below, further claims of the purchaser are excluded. DGG is therefore not liable for damage that has not occurred to the delivery item itself, in particular DGG is not liable for loss of profit or other financial losses of the purchaser.

DGG and its vicarious agents shall only be liable for personal accidents or loss or damage suffered by the service recipient in event rooms in the event of wilful intent or gross negligence. DGG is not liable for the loss or theft of items brought in by the service user (cloak-room, training materials, valuables, technical equipment, etc.) or vehicles, nor for damage to the same or accidents. The respective house rules must be observed.

§13. Data protection

DGG takes the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations. You can find our privacy policy at <https://www.hvg-dgg.de/de/impressum>

§14. Applicable law, place of jurisdiction, place of fulfilment

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. To the extent permitted by law, the place of fulfilment and jurisdiction shall be Offenbach am Main. Should any provision of the contract be or become invalid or unenforceable in whole or in part, the remainder of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced with retroactive effect by the valid provision which the parties would have agreed from an economic point of view if they had been aware of the invalidity or unenforceability of the provision when the contract was concluded. The same applies to a loophole in the contract.

Alternative dispute resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find at ec.europa.eu/consumers/odr. We are not obliged to settle disputes with consumers and are not prepared to participate in dispute resolution proceedings before a consumer arbitration board.

If you have any questions, please contact dgg@hvg-dgg.de directly.