



[This English version of the German original Allgemeine Teilnahmebedingungen für kostenpflichtige Veranstaltungen der Windenergie-Agentur WAB e.V. is a courtesy translation only. The original German version is binding.]

# General Terms and Conditions for Paid Events Organised by Wind Energy Agency WAB e.V.

Registration for an event accepts the following 'General Terms and Conditions'; this also applies to any 'Special Conditions' that are made known to the participant or registrant for certain events.

### 1. Registration

Registration for an event is in any case to be done in written form, whether through an online form, an email, or a fax to WAB. Registrations will be generally accepted in the order they are received by WAB; however, this does not affect separate selection processes for certain events. If a registration cannot be accepted, WAB will notify the person(s) interested in registering in good time before the event begins.

## 2. Terms of payment

Payment is due upon confirmation of registration, unless other terms of payment are agreed. Should the invoice specify another payment date, this date is valid. In case of late payment, WAB may exclude the participant from joining the event. Payments must be independent of third-party services (such as subsidies or grants).

#### 3. Cancellation and termination

Participation at the event may be cancelled in writing up to 21 days prior to the start of the event, at no charge. If a registrant cancels at least 14 days prior to the start of the event, 50 percent of the participation fee will be refunded. If a registrant cancels fewer than 14 days before the event, the full fee will be charged. Here it is decisive that WAB receives the written cancellation on time. Any fees already paid will be partially or fully refunded in this case, depending on the agreement. If the written cancellation is not received within the period prescribed, the contract partner is in any case obliged to pay the full fee. A replacement participant may be designated. If a participant does not attend individual parts of the event, he/she is not entitled to a reduction in the fee. The right of termination for good cause will remain unchanged. The organiser reserves the right to cancel the event for important reasons (such as failure to achieve the necessary number of participants). In this case, the participation fee already paid will be refunded in full.





#### 4. Cancellation of events

WAB reserves the right to cancel events, in particular when registrations are insufficient. In this case, any fees already paid will be refunded in accordance with Section 3 of these General Terms and Conditions. Any further claims for damages are excluded. This also applies to a cancellation at short notice or an event cancellation, even without prior notice to participants should that no longer be possible.

## 5. Replacement of lecturers / speakers

If it does not significantly affect the overall format of the event, replacement of lecturers/speakers or modification of the programme's schedule will not entitle a participant to withdraw from the contract or pay a reduced fee. The options for termination for good cause will remain unchanged.

## 6. Exclusion from participation

WAB reserves the right to exclude participants from further participation in special cases (for instance, if payment is delayed or if a person disrupts the event and its programme). In case a person is excluded, WAB's financial claims are in accordance with Section 3 of these General Terms and Conditions.

## 7. Exclusion of competitors at cooperation events and during company tours

For WAB events held in cooperation with other businesses/institutions, WAB reserves the right to exclude direct market competitors from the event, in consultation with the cooperation partners. Notification of this right will be separately highlighted in the respective programme. In addition, the competitive business concerned will be notified of exclusion immediately after it has registered. Indirect competitors will be subject to separate review by the cooperation partners. Such enterprises will also receive timely acknowledgement upon receipt of their registration. In cases where participation is excluded, no fees will be charged. Participation fees already paid will be refunded in full.

#### 8. Liability

WAB and the owners of conference and event rooms, and the persons authorised by them, will not be liable for damages, in particular for those resulting from accidents, damage, loss or theft, unless the damage results from the wilful misconduct or gross negligence of WAB or its agents.

## 9. Data storage

By registering, the participant agrees that his/her personal data will be stored by WAB. Data will be used only for the purposes of event organisation and for information related to the theme of the event.





## 10. Use of images

Participants agree that photos, on which one or more participants can be seen, may be used by WAB if these photos have been taken at the event for documentation purposes or for further use by WAB for its own advertising and print media.

## 11. Additional agreements

Additional agreements are not binding unless they have been confirmed in writing.

## 12. General jurisdiction

If the contract partner is a businessperson, the place of general jurisdiction is the City of Bremerhaven. The place of performance is the City of Bremerhaven. In all other respects, the statutory regulations apply.

Bremen, April 2015





[This English version of the German original Sicherheitsunterweisung und Haftungsverzichterklärung: Nordsee – Windpark – Tour /Schiffsausfahrten zu Offshore-Windparks is a courtesy translation only. The original German version is binding.]

# North Sea Wind Farm Tour / Ship Excursion to Offshore Wind Farms

# Safety Precautions/Rules and Liability Waiver Declaration

- 1. Climbing over to an offshore turbine or transformer substation is not possible and is not allowed!
- 2. We strongly discourage anyone from joining an excursion out to the high seas if that person has health problems, an illness or disability, or if she is pregnant.
- 3. Individuals under the influence of alcohol and/or other intoxicating substances are forbidden from joining the ship excursion.
- 4. Participants must bring their own medications for seasickness and their own sunscreen, and these must be taken or applied on time.
- 5. Participants may stand on the free deck only in designated areas.
- 6. Passengers must keep all loose objects (such as keys, cameras, binoculars, and the like) secure from falling out of their holders or from being dropped.
- 7. The crew's instructions must be obeyed. A participant's failure to follow instructions before or while boarding the vessel may cause that person to be excluded from the excursion.
- 8. No on is allowed to run on board the vessel, and keeping a firm footing and walking safely and securely has top priority. Never lean over the railing! The basic principle is to have one hand for YOURSELF and one hand for the SHIP!
- 9. If it becomes necessary during the excursion to wear prescribed safety equipment, each participant must pledge to do so during the entire excursion for their own safety.





# North Sea Wind Farm Tour / Ship Excursion to Offshore Wind Farms

# **Waiver of Liability**

- 1. I have read the safety precautions/rules above carefully, and noted them.
- 2. I meet the conditions required for observing the above safety precautions/rules for participating in the excursion; I am not under the influence of alcohol and/or other intoxicating substances, and I am generally healthy.
- 3. If any impairment arises during the excursion, in particular illness or injury, I will inform the ship's crew.
- 4. I recognise the authority of the ship's crew in all relevant matters and safety concerns related to the excursion.
- 5. I am participating in the North Sea Wind Farm Tour at my own risk. I am aware of and understand the hazards involved and accept them knowingly.
- 6. I waive all claims against WAB e.V. and organiser Offshore Wind Messe und Veranstaltungs GmbH, as well as their officers and/or representatives, for damages and compensation for pain and suffering due to events that cause damage or to accidents related to the excursion unless such are caused by gross negligence or wilful misconduct.
- 7. WAB e.V. and organiser Offshore Wind Messe und Veranstaltungs GmbH are not liable for any costs occurring in connection with the excursion that are related to possible damage to or the soiling of clothing, cameras and/or other personal items that a participant brings with them.

Bremerhaven, April 2015