

## §1 General information

1. As of February 1st, 2023, these general terms and conditions for the event are valid for all events under the trademark "Software Tool Day" until an amended version of these terms and conditions is published.
2. The organizer is:  
Software Quality Experts GmbH  
4222 Langenstein, Fliederstrasse 8 Austria  
Tel. +43-664-1491502  
e-mail: [fair@software-tool-day.com](mailto:fair@software-tool-day.com)
3. The organizer will be using the event grounds on the basis of a rental agreement with the owner of the event facilities.
4. Any registration for and participation in this event are subject to these general terms and conditions for the event as well as the conditions of the lessor of the event facilities. The latter can be obtained from the organizer upon request.

## §2 Elements of the contract

The contract covers the following essential elements:

- a) Registration including the conditions in association to the registration
- b) The regulations and conditions in the information package for sponsors (presentation options for companies) and participants
- c) The supplementary conditions of the lessor of the event facilities
- d) These general terms and conditions for the event.

In case of inconsistency, the regulations shall apply in the above sequence.

## §3 Registration

1. The registration and ticket booking can be made exclusively online via the event website ([www.software-tool-day.com](http://www.software-tool-day.com)).
2. By submitting the online booking on the event website, the participant acknowledges the general terms and conditions for the event as binding.
3. There will be no exclusion of competition.
4. The organizer will try to accommodate the wishes of the exhibitors in regard to the location of their booth; however, we cannot provide any assurances. Claims for compensation are mutually excluded.
5. If the registration is received after expiration of the deadline for printing the program, it is possible that certain services stated in the exhibitor package may not be able to be provided. The organizer can provide information on which specific services this refers to. Should this occur, there is no obligation to reduce the agreed fee.

## §4 Cancellation, nonparticipation

1. For sponsors or exhibitors: If not otherwise defined in the information for sponsors or exhibitors, the following regulation applies: If participation is cancelled 150 days or more before the start of the event, the participant will be charged 20% of the price of the services he/she ordered. If participation is cancelled 60 days or more before the start of the event, the sponsor will be charged 50% of the price of the services he/she ordered. After this date, there will be no refund. If an exhibitor cancels and can resell the same services, the organizer is entitled to charge 10% of the originally agreed services from the initial exhibitor. The organizer retains the right to claim additional entitlements.
2. For participants: If not otherwise defined on the registration form, the following applies: If participation is cancelled 30 or more days before the start of the event, the participant will be charged 20% of the registration fee. If participation is cancelled 15 or more days before the start of the event, the participant will be charged 50% of the registration fee. After this date, there will be no refund. 3. Cancellation of the contract by the organizer:
  - a) The organizer is entitled to cancel the contract if the full payment of the due amounts is not received at the latest by the deadline stated on the invoice. In this case, the organizer can also assert claims for compensation. §4.1 and §4.2 are correspondingly applicable in this case.
  - b) The organizer is entitled to terminate the contract up to 30 days before the start of the event if the event must be cancelled due to foreseeably low participation of visitors and/or exhibitors. Payments already

made to the organizer up to this point in time by exhibitors, sponsors and participants will be reimbursed by the organizer. All additional claims against the organizer are excluded.

- c) The organizer can prohibit individual participants or exhibitors from participating in the event at any time and can cancel the contract and bookings of individual participants, partners, sponsors or exhibitors without any special reason. Payments already made to the organizer up to this point in time by exhibitors, sponsors and participants will be reimbursed by the organizer. All additional claims against the organizer are excluded.
3. Events can also be postponed by the organizer for certain reasons (location or time). In the event of a local shift within a radius of up to 50 km from the original event location or a time shift up to 24h, there is no entitlement to reimbursement, price reduction or compensation. In the event of a time delay of more than 24h or local relocation of more than 50 km from the original venue, there is a right to a price reduction of 15% on the respective paid event price or a voucher valid for 6 months after the exhibition in the amount of the paid event price. There is no further claim for reimbursement or compensation.

## §5 Payment conditions

1. If not otherwise stated, all prices are excluding statutory sales tax and VAT respectively.
2. The amounts invoiced before the event are due 21 days from the invoice date without deductions, and at the latest five days before the beginning of the event (even in the case of registrations a short time beforehand).
3. Amounts invoiced during or after the event are due within 21 days of invoice without deduction.
4. Any objections to the invoice can only be considered if they are submitted in writing to the organizer within 14 days after the invoice is issued. 5. If payment is delayed, interest for late payment will be charged to the amount of 7% above the EURIBOR.

## §6 Liability

1. The organizer is liable – for whatever legal reason – only in the case of intent or gross negligence, or if the organizer has given a written guarantee, or if an essential contractual obligation has been violated. If an essential contractual obligation has been violated and if a written guarantee has been provided, the claims are limited to such foreseeable damage as could have been prevented by assuming the essential contractual obligation or by the provided guaranteed. In each instance, the liability is – to the degree that is legally permissible – limited to EUR 5,000.
2. The event facilities are monitored by the organizer's employees to the normal extent for such events. Valuable and easy to remove objects must be kept under lock and key by the participants or exhibitors at any times. It is recommended that the exhibitors obtain exhibitor's insurance. The organizer assumes no liability for loss or damage.

## §7 Setting up the exhibition booths

1. The individual exhibition booths must be designed and set up in a way that they do not impinge upon or cover neighboring exhibitors with exhibits, advertising space or displayed objects.
2. The specified booth limits may not be exceeded. If not otherwise agreed or if restricted by the available space, the floor area for the booth is 2,5 x 1,8 m and the height is 2.5 m for each exhibitor. The specified booth limits may only be exceeded with the express approval of the organizer.
3. The exhibitor must find out about the structural characteristics of his assigned booth area (columns, fire protection devices, etc.) from the organizer or lessor of the event areas in a timely manner before he begins to plan the booth.
4. All the materials used for building the booth must be flame-resistant and satisfy the legal regulations of the fire protection ordinance and the building law.
5. If the cited design requirements are not met the organizer is entitled to demand the required changes and, if necessary, the removal of the booth. If the organizer's requests are not fulfilled, the organizer is entitled to have the booth changed or removed at the exhibitor's own cost. If the booth is closed, the exhibitor must pay the full rent and costs arising to the organizer.
6. The exhibitor must observe the setup times. Any additional costs arising to the organizer from the exhibitor not observing the setup times must be borne by the exhibitor. If the organizer does not otherwise notify the exhibitor in writing, the booth construction must be completely finished by 8 AM on the first day of the event so that the technical systems can be checked, and the grounds cleaned before opening. Exhibition spaces that are not occupied on the setup day will be assigned to someone else considering the overall layout. The organizer will either assign the

unoccupied booth to another exhibitor or will otherwise fill or decorate it. In this case, the exhibitor must bear any additional costs that arise. The exhibitor is not entitled to any payment for loss or damage.

### §8 Breaking down the exhibition booths

1. No booth may be completely or partially vacated before the conference ends. Since this will impair the overall appearance and flow of the conference and give the participants a negative impression, the exhibitor must pay a flat fee of 10% of the invoiced services if such an instance occurs.
2. The exhibition area must be returned in its original state. Any affixed material, carpet tape and glue residue must be removed without damaging the floor or wall. The organizer is otherwise entitled to have this taken care of at the cost of the exhibitor. The exhibitor is also liable for any damage to the floor, walls and any materials that were leased or rented. The organizer retains the right to assert further claims to payment for loss or damage.
3. The exhibitor must observe the breakdown times. Any additional costs arising to the organizer from the exhibitor not observing the breakdown times must be borne by the exhibitor. If the organizer does not otherwise notify the exhibitor in writing, the booth must be completely broken down by 8 PM on the last day of the event. After the time for breaking down is over, the organizer is entitled to have the booth and exhibition materials broken down, removed and stored at the exhibitor's own cost. The organizer will only assume liability for loss or damage to the exhibition materials in case of intent and gross negligence. The organizer is entitled to place a lien for the arising costs. The organizer retains the right to assert further claims to payment for loss or damage.

### §9 Additional regulations for exhibitors and sponsors

1. The exhibitor is responsible for obtaining official permits. The exhibitor is also responsible for observing the regulations of labor law and criminal law, health regulations and any other regulations. The exhibitor must also observe the technical guidelines for the event site and any safety guidelines provided by the lessor of the event facilities.
2. Electricity and other services in the exhibit area will be provided only by companies approved by the organizer.
3. Cleaning: The organizer is responsible for the general cleaning of the grounds and walkways in the hall. The exhibitor is responsible for cleaning the booth. The exhibitor or the hired booth builder is responsible for disposing of any waste that he produces.
4. Exhibitor passes: As an exhibitor you will be provided with a limited number of exhibitions passes for both you and your employees, entitling the bearer to free entrance for the duration of the exhibition. Further information can be found in the informational material for sponsors.
5. Advertising: If not otherwise agreed with the organizer, advertising of all kinds is only permissible within the exhibition booth rented by the sponsor for the sponsor's own company and for the products or services produced or marketed by the sponsor. The use of loudspeakers, film presentations as well as performances require the prior written approval of the organizer. The same applies to the use of other devices and equipment to visually or acoustically enhance the attraction to the advertising. Advertising that is in bad taste or of a political nature is expressly forbidden.
6. The shipment of collaterals and exhibition materials in advance to the event location (hotel or any other venue) must be made in compliance with the organizer's guidelines and respect (dates and) deadlines published by the organizer. All packages and items to the venue must be labeled legibly with the following characteristics: • Company name, full address and full name of contact person of the sender • Venue name, full address and (full name of) contact person at the event location • correct event name (eg "Software Tool Day") and the actual event date The organizer will charge the exhibitor or sponsor respectively for additional costs incurred by the organizer caused by a breach of these conditions.

### §10 Special regulations for lecturers

1. If not otherwise agreed in writing beforehand with the organizer, the lecturers are not entitled to reimbursement for lecture fees, travel and any other expenses.
2. Upon acceptance of their presentation, the lecturer provides their approval for their presentation (all submitted information, documents and presentation slides and material) to be continuously published on the event website and in a compiled volume (in any media form) of conference presentations. The respective authors are entitled to all other associated rights to the presentation.
3. If the organizer plans a publication of the submitted papers the submitters will be given the option to publish their papers through the organizer. This can be done by self-publishing by the organizer or through another publisher. Provided that the authors give permission for publication to the organizer, the authors agree to the terms of the

publishing house.

4. If the work is self-published by the organizer, the authors give the organizer the indefinite non-exclusive right to publish the work for commercial purposes in any media in the original or edited form and / or to index it in electronic or other databases. Typeset corrections and cuts which do not change the content significantly can be made by the publisher without consulting the authors. The contextual liability remains fully to the author. The authors set the publisher free of any liability with regards to the content. The authors guarantee that the work is free of third-party rights. All additional rights of the work remain with the authors. The authors can therefore, in the case of self-publishing by the organizer, publish and use their work themselves.
5. There is no guarantee that your presentation will be accepted or published. The presentation may be rejected without indicating the reasons. 7. The lecturer and assistants must observe the organizational and behavioral rules relating to the structure and presentation of the lecture established by the organizer.

### **§11 Other general rules for participants and sponsors**

1. The tickets for the event are linked to the registered person and are not transferable to other persons.
2. During the entire event, no advertising may be presented, and no advertising material may be displayed outside of the exhibition booths if not otherwise agreed in writing with the organizer.
3. The organizer is entitled to make or have made photographs, drawings, films and videos of the event, the people at the event, the event structures and booths and the exhibited objects, and use them for advertising, publication on the website, or for press publications. This also applies to visual images taken by the press or television with the organizer's approval. 4. The participant and the sponsor agree that its registration data (name, company, address, web-address, role, Email, telephone and fax numbers) can be used to deliver and provide information and advertisements from the conference and the organizer of the conference. The participant agrees that its registration data (name, company, address, web-address, role, Email, telephone and fax numbers) can be transferred to the sponsors and partners of the conference. Other transfer of registration data to external parties will not be done by the organizer of the conference.

### **§12 Final provisions**

1. The contractual parties agree not to contest this agreement for any reason whatsoever.
2. Ancillary agreements are not valid. Changes to the contract must be in writing. The abandonment of this writing requirement must also be in writing.
3. The contractual parties also expressly agree that any successor in title is also bound to the rights and obligations arising from this contract.
4. Only the German version is binding, and the parties declare that they have read and understand the German version. Translations of any parts of this contract are not binding.
5. Statute of limitation: Claims by the exhibitor or participant against the organizer shall expire after 12 months after the final day of the conference, if not otherwise expressly stipulated by law.
6. Should any part of these provisions of this contract be invalid, the remainder of this contract shall nevertheless remain valid. In such a case, the invalid provision of the contract will be replaced with a corresponding valid provision that most closely approximates the intended commercial purpose of the invalid provision.
7. Should gaps that need to be filled arise during the enforcement of this contract, the contractual parties agree to fill these gaps to achieve the intended commercial purpose.
8. Actions that deviate from this contract will neither alter nor eliminate the agreed rights and obligations, nor will new rights and obligations thereby arise.
9. The agreed legal venue for all disputes associated with the fulfilment of this contract and arising from this contract will be the responsible court in Linz, Austria.
10. The contractual parties agree to the exclusive use of Austrian law.