

## GENERAL TERMS AND CONDITIONS OF BUSINESS

For the Purchase of Tickets for the Intersolar Summit Africa 2025

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### I. Scope and General Remarks

These General Terms and Conditions of Business (hereinafter GTCs) apply to orders for tickets placed over the internet (hereinafter online tickets) providing admission to the Intersolar Summit Africa in Nairobi on March 12-13, 2025. These GTCs apply to consumers and entrepreneurs alike. For the purpose of these GTCs, an entrepreneur is a natural or legal person or a partnership with legal capacity, which, in concluding the contract, acts in the execution of its commercial or independent professional activity (Section 14 of the German Civil Code).

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### II. Contracting Parties

The customer's contracting party for the purchase of online tickets is the German Chamber of Commerce in Kenya, commissioned by Solar Promotion GmbH, Kiehnlestr. 16, 75172 Pforzheim, Germany (hereinafter SP), unless otherwise specified in the product description.

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### III. Conclusion of Contract

The process for concluding a contract is as follows: First, the customer creates a new account by selecting "Create new Account" (requiring a valid email address, a password, and first and last name) or logs in using an existing b2match account. The customer then selects the desired conference ticket and confirms the selection by clicking "Continue."

Next, the customer completes their personal profile and specifies their areas of interest. On the final page, details regarding the bank transfer are provided: *"You will receive an invoice once we receive your payment."* At this stage, all relevant invoice information must be entered, and discount codes can also be applied.

The contract is concluded when the customer clicks "Confirm and continue." Following this step, optional details for matchmaking can be provided, and billing information can be finalized.

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### IV. Terms of Payment, Offsetting, and Rights of Retention

The total price including VAT shall become due for payment immediately upon

conclusion of contract. Payment for online tickets shall be made via bank transfer and must be done within 3 days.

If the customer is an entrepreneur, they shall not have any rights of offsetting or retention unless the counterclaim is uncontested or established in law. If the customer is a consumer, they shall be entitled to offset against claims from SP if they assert claims arising out of the same contract. They may only exercise a right of retention if their counterclaim arises out of the same contract.

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## **V. Exclusion of Right of Revocation and Cancellation**

The customer may not revoke their declaration of intention; the right of revocation is excluded pursuant to Section 312g, para. 2, sentence 1, no. 9 BGB.

Online tickets for attendance at conferences may be cancelled up to 14 days before the start of the event. SP shall charge an administration fee of 50% of the ticket price for cancellation of these online tickets. If cancellation takes place within the above-mentioned deadlines, the ticket price minus the stated administration fee shall be credited to the customer via the original method of payment; no cash payments or bank transfers will be made.

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## **VI. Delivery of Online Ticket**

On conclusion of contract, the online ticket will be forwarded to the customer after the bank transfer has been confirmed as PDF format as an email attachment. The customer has the option either to save the wallet file on a compatible mobile device (smartphone, tablet) with the appropriate software or to open the PDF with an up-to-date PDF reader (e.g., Acrobat Reader) and bring a printed copy to the event.

For environmental reasons, the event organizers recommend displaying the online ticket on a mobile device at the event instead of printing it out.

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## **VII. Access to Event, Customer's Obligations**

Admission to the event is only possible with a valid ticket and during the period specified on the ticket. The customer must save the online ticket to a suitable mobile device (smartphone, tablet) in PDF format and present the mobile device display, on which the online ticket must be clearly visible, to the admission agents. Alternatively, the customer may present the printed online ticket to the admission agents at the event.

Upon request, the customer shall present a valid official ID with a photo or a passport to the admission agents. Occasional bag checks may be conducted. Upon presentation of

printed online tickets or files on mobile devices, the customer will receive a visitor badge on location. Access to the event will only be permitted upon presentation of the online ticket or the visitor badge to the admission agents. At the event grounds, the customer must carry their visitor badge with them at all times for presentation to officials on request.

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#### **VIII. Refund if Event is Cancelled**

SP shall inform the customer without delay if the Intersolar Summit Africa 2025 will not take place. SP shall refund the full ticket purchase price to the customer at the same time.

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#### **IX. Transfer of Online Ticket to Third Parties**

The online tickets are designated to specific individuals. Access authorization to exhibitions and conferences is not transferable to third parties. In particular, transfer of access authorization on a commercial basis is not permitted.

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#### **X. Warranty, Obligation to Give Notice of Faults**

Consumers are protected by the legal warranty rights. Compensation, including compensation paid under warranty, shall be limited to the framework established under Section XI. of these GTCs.

If the customer is an entrepreneur, tickets shall be deemed approved by the customer if ticket omissions or inaccuracies are not notified to SP in writing within three working days of delivery in the case of obvious omissions or inaccuracies or, otherwise, within three working days of discovery of the omissions or inaccuracies.

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#### **XI. Liability**

In the event of willful intent or gross negligence by SP or SP's representatives or agents, SP shall be liable in accordance with the provisions of the law. SP shall also be liable for culpable breach of essential contractual duties. Where there is no intentional or grossly negligent breach of contract, SP's liability for compensation shall be limited to foreseeable, typically occurring damage.

SP's liability under product liability laws, for warranties, and for culpable injury to life, limb, and health shall remain unaffected at all times. SP's liability is excluded unless specifically stated otherwise above.

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## **XII. Entry Requirements and Residence Regulations**

The offer by the organizers of the Intersolar Summit Africa 2025 with respect to purchasing tickets online does not release the customer from the obligation to inform themselves fully and promptly about the relevant requirements for entry into Kenya, in particular with regard to the possible requirement for a visa.

The organizers of the Intersolar Summit Africa shall not assume any responsibility if the customer suffers detriments arising out of non-compliance with applicable entry requirements and residence regulations.

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## **XIII. Data Protection, Publicity**

SP may process customers' personal data (name, address, email, etc.) for the fulfillment of its business purposes and insofar as this is required for the creation, execution, or termination of a contract with the customer.

SP may further evaluate and process customers' personal data for the purpose of market and opinion research. Customers may contact SP under certain circumstances to object to the processing or use of their data for these purposes.

SP is entitled to transfer customers' personal data (name, address, email address) to exhibiting companies (exhibitors) at the event in question, provided the customer consents to the transfer or it is otherwise permitted under the GDPR.

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## **XIV. Special Provisions**

SP is entitled to appoint third parties to manage billing and collection in relation to the customer. The customer acknowledges the House Regulations of the operator of the exhibition/conference venue. These GTCs apply exclusively. Differing, conflicting, or supplementary GTCs of the customer not specifically acknowledged in writing by SP shall not apply.

If any provisions of these GTCs are, or become, ineffective, this shall not affect the validity of the contract or the remaining provisions of these GTCs.

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## **XV. Choice of Law, Place of Jurisdiction**

German law applies. If the customer is an entrepreneur and was ordinarily resident in a country other than Germany at the time of online ticket purchase, the application of that

country's mandatory rules on consumer protection shall remain unaffected by the above choice of law.

If the customer is a merchant under Section 1, para. 1 of the German Commercial Code (HGB), a legal entity under public law, or a separate estate governed by public law, the courts in Pforzheim, Germany, shall have exclusive jurisdiction for all disputes arising out of, or in connection with, the relevant contractual relationship.

Pforzheim, January 10, 2025