



# General Terms and Conditions of the Hüttentechnische Vereinigung der Deutschen Glasindustrie e.V.

## §1. Definitions and validity of the conditions

All business relations shall be conducted exclusively on the basis of these General Terms and Conditions. They are an integral part of all contracts that the Hüttentechnische Vereinigung der Deutschen Glasindustrie e.V. (hereinafter referred to as HVG) concludes with contractual partners. They shall 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 HVG 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 shall not constitute an agreement to the validity of those terms and conditions.

## §2. Conclusion of the contract

In the event of the conclusion of a contract, the contract with the Hüttentechnische Vereinigung der Deutschen Glasindustrie e.V.

Hüttentechnische Vereinigung der Deutschen Glasindustrie e.V.  
Siemensstraße 45  
63071 Offenbach am Main

materialised.

## §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 HVG, 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 HVG in writing or in text form by e-mail and is thus legally binding. The confirmation contains an Internet reference to the General Terms and Conditions of HVG. 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 Hüttentechnische Vereinigung der Deutschen Glasindustrie 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 HVG.

In special cases (e.g. disruptive behaviour, vandalism, non-attendance, late payment), HVG 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 HVG (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 HVG 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), HVG may require or offer optional registration for a user account. You are responsible for accurately and truthfully completing and keeping current all information required as part of any 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 HVG but can also be used by the Deutsche Glastechnische Gesellschaft e.V. (German Glass Technology Society).

For some services (or parts thereof), HVG 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). HVG 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.

HVG reserves the right (but is not obligated) to review, filter, edit, refuse or delete any 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.

HVG 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.

The HVG grants its members as well as employees of HVG and DGG member companies (companies, institutes or museums) and students discounts where applicable, provided the membership number is noted on registration.

## §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

HVG 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. HVG 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 is in default of payment, HVG shall be entitled to demand default interest of 5.0 percentage points p.a. from consumers within the meaning of § 13 BGB (German Civil Code) and 9.0 percentage points p.a. above the applicable base interest rate within the meaning of (§ 247 para. 1, § 288 para. 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 package shown separately cannot be deselected or booked separately in the course of the events.

HVG 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.

HVG will gladly accept a substitute participant to be nominated in writing at no additional cost. Any difference between the participant price of e.g. members and non-members or other categories may be invoiced.

## §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 HVG 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 the image and sound material created during events within the HVG 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 HVG network. HVG is obliged to identify the author as the author of the work in an appropriate manner.

## §12. Liability

HVG 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 HVG is responsible, HVG shall be entitled, at its own discretion, to remedy the defect or to deliver a replacement. Unless otherwise stated below, any further claims of the Buyer shall be excluded. Therefore, HVG shall not be liable for damages which have not occurred to the delivery item itself, in particular HVG shall not be liable for loss of profit or other financial losses of the Buyer.

HVG 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. HVG shall not be liable for the loss or theft of items brought in by the service user (cloakroom, training materials, valuables, technical equipment, etc.) and vehicles, nor for damage to the same or accidents. The respective house rules must be observed.

## §13. Data protection

HVG 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](https://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 [hvg@hvg-dgg.de](mailto:hvg@hvg-dgg.de) directly.