

## §1 General information

1. As of April 1st, 2024, these general terms and conditions for the event are valid for all events under the trademark "Software Quality Days" 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. +43 676 37 64 707  
e-mail: [office@software-quality-days.com](mailto:office@software-quality-days.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.softwarequality-days.com](http://www.softwarequality-days.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. 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 invoiced amounts are due without deduction immediately upon receipt of the invoice.
3. 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 in accordance to the booked package may not be exceeded.
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 8:00 AM on the first presence day of the event so that the technical systems can be checked, and the grounds cleaned before opening. Booked 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 it 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 or dismantled 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. Unless the organizer has informed the exhibitor otherwise in writing, stand dismantling must begin immediately after the end of the event (end of the closing keynote). All dismantling work must be completed by 8:00 p.m. at the latest. 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 entitling to free entrance for the duration of the exhibition.
5. The shipment of collaterals and exhibition materials in advance to the event location must be made in compliance with the organizer's guidelines and respect (dates and) deadlines published by the organizer. In any case, all packages to the event location must be clearly labelled with the wording announced by the organizer. 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. See "Submission Conditions" at the conference website.

## §11 Other general rules for Participants, Exhibitors, Sponsors and Partners

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.

Unless otherwise agreed with the organizer, advertising is only permitted within the exhibition stand rented by the exhibitor/sponsor for one's own company and only for the goods or services produced or distributed by it. 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.

In the event of non-compliance, the exhibitor will be charged an immediate flat-rate compensation of EUR 2,500, excluding VAT. The organizer is free to claim higher damages.

3. Advertising for other events is not allowed. In the event of non-compliance, the exhibitor will be charged an immediate flat-rate compensation of EUR 5,000, excluding VAT. The organizer is free to claim higher damages.

4. 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. Statute of limitation: Claims by the exhibitor, participant, partner or sponsor against the organizer shall expire after 12 months after the final day of the conference, if not otherwise expressly stipulated by law.
5. 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.
6. 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.
7. Actions that deviate from this contract will neither alter nor eliminate the agreed rights and obligations, nor will new rights and obligations thereby arise.
8. 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.
9. The contractual parties agree to the exclusive use of Austrian law.