

## **WTA – General Terms and Conditions**

**Vienna, 8<sup>th</sup> of December 2017**

### **1. General:**

1.1. WTA Eventmanagement GmbH, Austria, 1010 Vienna, Naglergasse 17/3, FN: 325172 w, Tel.: +43 1 512578621, Fax: +43 1 512578620, Email: [office@wtashows.com](mailto:office@wtashows.com) (hereinafter referred to as WTA) is an organiser of watch fairs at which all members of WTA, depending on the capacity of the venue, are entitled in order of registration to participate in return for payment and to buy and sell (and barter) items during these fairs in accordance with these conditions.

1.2. These general terms and conditions apply to the legal relationship between WTA and its members. Any other general terms and conditions of members are ineffective even if not expressly contradicted by WTA.

1.3. It is noted for information purposes that it is the business of WTA to organise events, fairs and markets. The competent chamber is the Austrian Economic Chambers. Trade regulations can be found in the Austrian Industrial Code (at <https://www.ris.bka.gv.at>). The VAT number of WTA is: ATU 69412866.

### **2. Application for membership:**

2.1 In order to obtain membership, it is necessary to fully and correctly complete a membership application form online at our website [www.wtashows.com](http://www.wtashows.com) or on paper, providing all the information requested, in particular name, address, email, website (if available) and phone number, including a photo and copy of an official identification document (passport, driver's licence), online or on paper. Membership is only available for natural persons, so the contracting partner becomes the natural person, regardless of the name in which the invoice is made out at the request of the member.

2.2. The membership application form should also indicate the desired type of membership: Basic, Gold or Platinum (tick type desired). If no choice is made, WTA will assume a Basic membership.

2.3. The annual membership fee of € 100 for Basic membership, € 300 for Gold membership or € 500 for Platinum membership must be paid for the coming year at the same time as the application form is submitted. The amount can be paid to the account indicated on the WTA website at [www.wtashows.com](http://www.wtashows.com) by credit card (for online registration) or in cash at the fair. By clicking on the "I agree" field on the WTA website or by submitting the application form, the applicant expressly acknowledges and agrees to abide by our general terms and conditions. These can be viewed on the WTA website at [www.wtashows.com](http://www.wtashows.com).

The applicant submits a binding offer to conclude a contract for membership by clicking on the "binding order" field on the WTA website or by submitting the application form.

2.4. The member guarantees the accuracy of the information provided with the application and indemnifies and holds WTA harmless for all damages resulting from a breach of this obligation. If membership is granted, the member agrees to inform WTA of any changes to the information without undue delay and indemnifies and holds WTA harmless for all damages resulting from a breach of this obligation.

2.5. Upon receipt of the completed application form including the aforementioned documents and receipt of the aforementioned membership fee for the desired type of membership, it is the sole decision of WTA at its discretion to confirm the application for membership in writing, generally by sending or presenting an invoice for the membership fee confirming or rejecting membership status, which shall be done within 14 days. If this period expires unused, no contract will have been concluded. The applicant has no legal right to obtain membership.

2.6. If membership is refused or the contract not concluded, the amount received will be returned within 14 days of the refusal or within 14 days of non-conclusion of the contract after notification of an account by the applicant.

### 3. Types of membership:

There are three types of membership. Applicants tick the desired type on the application form. The three types of membership differ only in terms of access options.

The member is entitled to attend watch fairs organised by WTA, depending on the capacity of the venue and order of application.

#### 3.1. Basic membership:

Pursuant to these conditions and against payment to participate during the opening hours of the event as indicated on the WTA website (generally starting at 9 am) and during this watch fair pursuant to these conditions to also undertake buying and selling activities (including barter transactions) starting at 8:30 am if a table has also been rented.

#### 3.2. Gold membership:

In addition to Basic membership, to have access to the event premises starting at 8:30 am.

#### 3.3. Platinum membership:

In addition to Basic membership, to have access to the event premises starting at 8 am, and starting at 7 am if a table has also been rented.

### 4. ID:

4.1. If membership is confirmed, the member will receive a photo ID on site. This will be handed over on the first visit to the event. This ID must always be worn visibly on the body during WTA events and must be shown on request, otherwise WTA will be entitled to refuse services to the member.

4.2. The member undertakes to keep the ID safe. It cannot be transferred or shared.

4.3. WTA must be notified if the ID is lost. A replacement ID will be issued on site at the next event visit for a processing fee of 20 euros.

**5. Duration of membership, end of membership:**

5.1. Membership starts on the date of the confirmation letter (or invoice) from WTA pursuant to point 2.5. and lasts until December 31 of the calendar year in which it was granted. The contract will be extended by a full calendar year until December 31 of the following year if not terminated in writing by September 30 of the preceding year.

However, if the contract was concluded for the first time after September 30 of the preceding year, written notice of termination may be given by November 30 of the preceding year. However, if the contract was concluded for the first time after November 30, the contract will last until December 31 of the following year, notwithstanding point 5.1., paragraph 1.

If no written notice of termination has been received by September 30 at the latest in any given year, the contract will continue until December 31 of the following calendar year and may be renewed in the same manner as often as desired.

5.2. Both the member and WTA are entitled to terminate membership pursuant to point 5.1.

5.3. In addition, both WTA and the member are entitled to terminate the membership prematurely for good cause.

Good cause entitling WTA to premature termination includes in particular:

- submission of incorrect details on the application
- opening of insolvency proceedings against the member
- gross breach of contract making it unreasonable for WTA to continue with the contract.

Good cause entitling the member to premature termination includes in particular:

- opening of insolvency proceedings against WTA
- gross breach of contract making it unreasonable for the member to continue with the contract.

5.4. If the membership is terminated, the member must return the ID to WTA by recorded delivery and without delay at the latest within 7 days of the termination of membership.

5.5. For the first contract period, i.e. the period in which no extension of the contract pursuant to point 5.1 has occurred, a membership fee pursuant to point 2.3. of these terms and conditions is payable in full for one year regardless of the duration of the first contract period. This is to cover the expenses of WTA for depositing the information, issuing an ID, and the like, for which no separate amount is payable.

## **6. Registration for events (watch fairs):**

6.1. Watch fairs, including locations and times, can be found on the WTA website at [www.wtashows.com](http://www.wtashows.com).

6.2. Each member can register up to 15 days before the date of the event(s) for one or more events online via the WTA website or using the registration form available on the website. When registering, the details on the registration form must be completed in full, in particular the member's ID number.

By clicking on the "binding order" field on the WAT website or by lodging the registration form, the applicant submits a binding offer to conclude a contract for the visit to the event(s).

6.3. When registering, a participation fee of (currently) €200 (incl. 19% VAT) must be paid to the WTA account specified on the website at [www.wtashows.com](http://www.wtashows.com) by credit card (for online registration) or in cash at the fair.

6.4. Upon receipt of the completed registration form and of the aforementioned participation fee, WTA will confirm admission to the event, provided sufficient capacity (maximum number of people permitted at the event location) is still available. WTA will take the order of registration into account. If admission is not possible because the capacity has been exceeded, WTA will advise the member as soon as possible and at the latest within 14 days and will return the participation fee within the same period to an account specified by the member.

The member will receive non-transferable confirmation authorising entry to the event.

## **7. Permission to buy and sell (and barter), including WTA's exclusion of liability:**

7.1. Members are entitled to conduct purchase and sales transactions (including barter) with each other at watch fairs organised by WTA.

7.2. However, members must make sure that they are permitted by law to conduct such purchase and sales transactions (especially regulations covering barter), in particular in the event of a sale. Members are obliged to observe all legal requirements and consequences necessary for the conclusion of purchase and sale transactions (including barter), in particular with regard to tax law, customs regulations, applicable law and the like. WTA does not assume any responsibility or liability for this.

7.3. Members shall independently determine the terms and conditions of purchase and sales transactions (including barter), especially the price, any guarantees, warranty, transfer conditions, delivery conditions, etc. WTA does not in any way participate in these matters and has no influence whatsoever over these conditions.

7.4. Members acknowledge that WTA does not participate in or have any influence over these purchase and sale transactions (including barter). WTA has neither a partnership, business or other affiliation with any member nor a participation agreement and receives no commission or other benefits from any member and is therefore not responsible for these transactions in any way whatsoever.

7.5. WTA is therefore in no way liable for the fulfilment and observance of the conditions of transactions concluded by members, for the accuracy of any claims as to the regularity of the transactions, for warranties or warranty assurances or other terms and conditions of any kind whatsoever.

7.6. Members acknowledge that WTA does not inspect or check products for quality, freedom from defects, authenticity, origin, safety, legality or any other circumstances of any kind whatsoever. WTA is therefore not liable for the quality, freedom from defects, authenticity, origin, safety, legality or any other circumstances of any kind whatsoever in relation to the products on offer.

7.7. Members acknowledge that WTA does not check any member to establish whether he/she is entitled to conclude purchase and sale transactions (including barter) in accordance with the legal requirements of any kind whatsoever. All these circumstances are the sole and exclusive responsibility of members. WTA is therefore not liable for members not having such entitlement for any reasons whatsoever.

#### **8. Obligation of members:**

8.1. At the same time, however, notwithstanding the above provisions, members undertake in the event of concluding a purchase or sale transaction (including barter):

to personally find out about and comply with all relevant statutory regulations of any kind whatsoever, especially those at the event location, import and export regulations and tax regulations;

to fully disclose their own identity as contracting party in an open manner;

to quote their WTA ID number to the contracting partner in all transactions;

to issue invoices for sales made or purchase receipts in accordance with the statutory regulations;

to transact sales only to the extent they are entitled to do so;

not to sell any fake or counterfeit, stolen, illegally imported, untaxed, intellectual property or copyright products or products that infringe trademark or patent rights;

to observe the preferential property rights of third parties and in the event of the member being duly notified that by exhibiting or offering products he/she is infringing the preferential property rights of third parties, to remove the items concerned;

to observe and comply with all product descriptions and quality assurances;

to comply with all agreed conditions, especially payment assurances, delivery and warranty commitments;

to observe proper market practices and the principle of good faith and especially to pay particular attention to complying with all taxation regulations.

8.2. However, WTA assumes no liability for compliance by members with the points under 8.1. Compliance with these points is not checked in principle, even though WTA is entitled to do so.

8.3. Members acknowledge that infringement of the provisions of point 8.1. will in any case represent a gross breach of the membership contract, that WTA shall be entitled to dissolve the membership contract immediately, whereby the member shall also lose the right to participate in the event at which the infringement was established and/or future events for which registration and a commitment have already been made. In the event of such an infringement, WTA shall also be entitled to expel the member from the event venue. In such cases, the member shall have no claim to compensation of any kind whatsoever (e.g. resulting from non-participation or ejection from the venue) or to a refund of monies already paid.

8.4. The member shall be liable for any damage caused by him/her, his/her employees or contracting partners, or any items brought in or existing at the event venue which cause personal injury or material damage, especially to the event premises. WTA shall be indemnified and held harmless.

#### **9. Dispute settlement:**

9.1. Members are entitled but not obliged to contact WTA in the event of irregularities in purchase or sale transactions (including barter). WTA is entitled but not obliged to help in the resolution of problems.

9.2. All members expressly agree that their details submitted in the context of membership may be passed on by WTA to any member who asserts that there are irregularities in a purchase or sale transaction (including barter). However, WTA is in no way obliged to pass on these details.

#### **10. Rental of display cases and tables:**

10.1. Members are entitled to rent one or more tables in the event hall at a maximum price of € 200 (19% VAT) per table (60 cm x 90 cm) for the duration of the event.

10.2. Members acknowledge that there is in principle no provision for a customised configuration of the tables.

10.3. WTA should be notified 14 days at the latest before the event of the intention to rent one or more tables. Tables are allocated by WTA according to availability and in the order of registration. Payment of the rental fee must be made no later than 7 days before the event, otherwise the table(s) cannot be provided to the member.

10.4. Members are entitled to rent one or more display cases for one or more tables at a maximum price of € 100 (19% VAT) per display case for the duration of the event.

10.5. A display case can only be rented in combination with the rental of a table, and only one display case can be rented per rented table.

10.6. Point 10.3 applies mutatis mutandis to the rental of display cases.

10.7. Complaints about any defects in the table(s) or display cases must be reported without delay to WTA in writing so that the defects can be rectified. Later complaints cannot be considered and exclude any claims against WTA.

## **11. Rental of safety box including safekeeping:**

11.1. Members are entitled to rent a safety box at a maximum price of € 300 (19% VAT) for the duration of the event.

11.2. Point 10.3 applies mutatis mutandis.

11.3. The formation of the rental contract and the issue of the safety box will take place before the start of the event. The box will be available to the member for the duration of the event. The member will receive a verification document together with the safety box and should keep it on his/her person.

11.4. At the end of each day of the event, the safety box must be placed in the strongroom made available to members by WTA for the duration of the event. The box can be taken from the strongroom on the following day before the event starts. The strongroom opening hours are: Friday from 5 pm to 9 pm, Saturday from 7 am to 6 pm and Sunday from 7 am to midday. These times may change slightly, depending on the event, and will be posted on our website at [www.wtashows.com](http://www.wtashows.com) no later than 14 days before the event.

The member acknowledges that storage in and removal from the strongroom will be done by security personnel from an approved security company, currently DEKA (DEKA Bewachungs- und Service GmbH, 86153 Augsburg, registration number HRB 23776). WTA will not be involved in any way and the member him/herself is not entitled to enter the strongroom. The handover of the safety box to the security personnel and its return to the member by employees of the security company will take place in accordance with system for the entire handover and return process devised by the security company, which places great emphasis on the security aspects and in which WTA will not play any part. Safety boxes will be sealed by the security company when they are deposited and then placed in the strongroom. They can only be stored upon presentation of the verification document mentioned in point 11.3. The member will receive confirmation that the safety box has been placed in the strongroom. When it is removed from the strongroom, the security personnel and the authorised member will check for the presence of the security seal. The box will then be handed over.

The member acknowledges that the contents of the safety box will not be checked or recorded by WTA or personnel from the security company, and the box will not be opened when it is deposited in or removed from the strongroom.

11.5. In principle, the safety box will be returned only to the member who handed it over for storage. The confirmation document received for storage is not transferable.

Return of the safety box to third parties can only occur in exceptional cases by means of a sworn power of attorney issued by the authorised member who deposited it upon simultaneous presentation of the deposit confirmation or, in the event of death, by a decision of the probate court or a decision of devolution.

11.6 Furthermore, the member has the obligation to check the goods stored in the safety box himself before putting them in storage. The member must ensure that the contents stored in the safety box cannot harm the environment in any way (for example

through moisture, bacteria, plant or animal pests, radiation, etc.). Nor may dangerous substances be stored in accordance with German legal regulations for air traffic. In the event of a breach of this obligation, the member will be responsible for the resulting damage and undertakes to indemnify and hold WTA harmless.

11.7. The member acknowledges that safety boxes stored in the strongroom will be insured against the risks of fire, explosions, lightning, airplane crash, robbery, extortion, burglary, terror and tap water per box under a policy taken out by WTA and effective from 20.07.2018 (starting with handover to the security personnel for the purpose of storage and ending with return of the box). Each safety box is insured up to the maximum amount (insurance sum) selected by the member when renting the safety box. The member can choose between an insurance sum of € 300.000 or € 500.000 per safety box. The pro rata premium is collected as a lump sum at commencement of the rental term in addition to the rental fee, namely € 100 for the insurance sum of € 300.000 or € 150 for the insurance sum of € 500.000. The deductible for each and every loss for this insurance is € 10.000. The member is obliged not to store any goods and/or cash with such values in the safety box that the sum of the goods and/or cash values stored in the safety box exceeds the selected insurance sum. Storage in a safety boxes is at the risk and peril of the member. In the event of damage, there is no claim against WTA; however, the insurance compensation claims resulting from the policy taken out by WTA are assigned by WTA to the named member, who has rented the damage-related safety box, for direct assertion upon request. The member acknowledges that in the event of damage the member must provide proof of the existence of the safety in the box. The member further acknowledges that the goods and/or cash in the safety box are together insured only up to the insurance sum selected in the rental contract of the safety box, even if the goods and/or the cash in the safety box add up to a higher value. In any case, cash is only insured up to € 200.000. In the event of damage, the member must provide proof of the value of the lost goods due to an insured interest. This insurance herein is also subsidiary and is to be understood as coverage for the sums and differences in conditions of all other insurance policies taken out by the member.

Outside of the insured area, the safety box and the safety inside are not insured. The member must arrange for member's own insurance.

For any inquiries contact Dr. Peter Kleisinger, Pi Consulting GmbH Insurance Brokers and Advisors, A-1130 Vienna, Suppégasse 7/1. Phone: +43 699 172 13 175, email: [peter.kleisinger@euveron.at](mailto:peter.kleisinger@euveron.at).

## **12. Security**

12.1 The member acknowledges that WTA uses armed security personnel from an authorised security company, currently DEKA (DEKA Bewachungs- und Service GmbH, 86153 Augsburg, registration number HRB 23776) to monitor the event venue and the strongroom. The instructions of the security staff must be followed.

12.2. The member acknowledges that the event areas have video surveillance for security purposes, although complete monitoring cannot be guaranteed.



12.3. The member is responsible for the storage of member's goods for the entire duration of the event, including arrival and departure, as well as for the entire stay at the location of the event (including hotel stay) and shall keep the goods in safe custody and carry them at member's own risk. The member acknowledges and agrees that WTA does not approve of the carrying of goods in the hotel or hotel rooms for security reasons and that the open display of goods in the hotel or hotel rooms is prohibited for security reasons, whereby it is expressly noted that the member has the option of renting a safety box including storage in a safe deposit box in accordance with Item 11.

### **13. Data protection:**

13.1. The member expressly agrees that details given to WTA in connection with membership or disclosed for the fulfilment of WTA's business purposes may, taking into account the legal data protection regulations, be used in particular for compliance with obligations and rights under these T&Cs or for the fulfilment of public or private obligations and may be passed on to third parties. The member agrees in particular that offers published on his/her own website may be transferred to WTA's own website or to a platform operated by partner organisations.

13.2. The member expressly agrees that details given to WTA in relation to membership or disclosed for advertising purposes of WTA, such as sending out offers, advertising brochures and newsletters (in paper and electronic form), as well as for the purpose of indicating an existing or former business relationship (reference particulars) with the customer can be collected, stored and processed electronically.

The customer agrees that electronic mail may be sent to him/her for publicity purposes until further notice. This consent may be revoked at any time in writing, by email, fax or letter to WTA.

This declaration shall always take precedence over any prohibitions existing before membership in relation to sending of post for advertising purposes and declarations in prohibition/protection lists ("Robinson" lists); any entries made during membership shall be irrelevant for WTA unless revocation has been declared to WTA in the above sense.

### **14. Cancellation policy for events:**

14.1. The member is entitled to cancel his/her promised participation in a particular event in writing no later than 15 days before the start of the event.

14.2. If the location or size of the event premises provided by WTA are subsequently changed to the extent that they are not reasonable for the member, the member shall be entitled within one week of receipt of written notification by WTA to withdraw, in writing, from participation at the watch fair in question and if necessary from rental contracts for tables, showcases and safety boxes. Otherwise, aside from the statutory rights of withdrawal, the member shall have no right of withdrawal from this contract.

14.3. If the member cancels participation in the event, WTA shall, regardless of whether the member is entitled to withdraw from the event, be entitled to make any rented tables, showcases and safety boxes available for other purposes. A member who cancels participation in the event without having the right to do so and therefore refuses to fulfil the contract for no good reason must pay WTA the rental fee.

In the event of unjustified cancellation, the participation fee pursuant to point 6.3. must be paid in full, plus a flat-rate reimbursement of expenses of 25% of the rental fee for tables, showcases and safety boxes.

The right of WTA to demand further reimbursement of expenses remains unaffected.

14.4. WTA shall be entitled to withdraw from the contract if the member has not made due payments to which he/she is committed to paying under the agreement concluded.

Furthermore, WTA shall be entitled to withdraw from the contract if the member is in breach of an obligation under this contract and WTA can no longer be expected to adhere to the contract.

In the above cases and in addition to the right of withdrawal, WTA shall also be entitled to demand the participation fee pursuant to point 6.3 in full and, if tables, showcases and safety boxes have been rented, the entire agreed rental fee as lump-sum compensation. The right of WTA to demand further compensation remains unaffected. The member may only demand a reduction in the lump-sum compensation if he/she can prove that WTA suffered only minor damage.

#### **15. Exclusions of liability:**

15.1. If, as a result of force majeure or other reasons for which it is not responsible (e.g. power failure), WTA is required temporarily or for a longer time to vacate one or more exhibition areas or to postpone or curtail the watch fair, the member shall not acquire rights of withdrawal, cancellation and/or price reduction, nor the right to make any claims, especially claims for compensation, against WTA.

The same shall apply if, because of force majeure or other reasons for which WTA is not responsible, the member cannot participate in the watch fair.

Point 14.2 applies if the member is prevented from participating in the watch fair for personal reasons.

If WTA cancels the event because it is prevented from holding the event by force majeure or other circumstances for which WTA is not responsible or because organisation of the event has become unreasonable for WTA, WTA shall not be responsible for loss or disadvantages suffered by the member as a result of the event being cancelled.

15.2. Except in the case of wilful intent or gross negligence by WTA itself and of physical injury, WTA shall not in any way be liable for the security company used, currently DEKA (DEKA Bewachungs- und Service GmbH, 86153 Augsburg, registration number HRB 23776) and in particular for damage of any kind whatsoever caused by this company, whether through instructions, actions or omissions of any

kind whatsoever by the security company. The member shall be entitled to assert any claims for compensation against the security company directly, with any claims for compensation against the security company by WTA being included in any by the member.

15.3. WTA assumes no responsibility for damage caused by the security company in connection with the handover, custody and storage of the safety box. The member shall be entitled to assert any claims for compensation directly against the security company, with any claims for compensation against the security company by WTA being included in any by the member. In particular, WTA assumes no liability for damage resulting from break-in, theft, burglary or robbery, fire or terror. Any omissions by the security company cannot be attributed to WTA.

15.4. WTA assumes no responsibility for break-in, theft, burglary or robbery with regard to and in the event of disappearance or damage to goods brought in or left by members or third parties, especially sales goods and equipment, insofar as this has not been made possible by WTA itself intentionally or through gross negligence, in which case WTA cannot be blamed for omissions by the security company. WTA is not obliged to take out any form of insurance.

15.5. Except in the case of wilful intent or gross negligence on the part of WTA itself, WTA shall not be liable in any way for goods offered at events organised by WTA infringing trademark rights, patent rights or other intellectual property rights nor for any resulting damage. WTA is in no way be liable for any claims arising from injuries of any kind.

15.6. WTA is in no way liable for the content and implementation of transactions concluded directly by members - see point 7.

15.7. Except in the case of wilful intent or gross negligence by WTA or physical injury, WTA is in no way liable for damage caused by rented tables and showcases.

15.8. WTA assumes no liability for vehicles parked by the member, his/her employees or contractual partners in parking spaces at the event venue.

15.9. Except in the case of wilful intent or gross negligence by WTA or physical injury, WTA is in no way liable for damage of any kind whatsoever mentioned in the above points.

15.10. Any liability of WTA of any kind is also limited to positive damages and therefore, in particular, does not include consequential damage or lost profit. This does not apply to consumers covered by the Consumer Protection Act unless WTA is responsible for wilful intent or gross negligence.

15.11 To the extent that the liability of WTA is excluded or limited, this also applies to the personal liability of its employees, workers, agents, representatives and bodies of WTA.

15.12. The reversal of the burden of proof pursuant to § 1298 par. 2 ABGB is excluded. This does not apply to consumers covered by the Consumer Protection Act.

**16. Miscellaneous:**

16.1. The member acknowledges that WTA does not provide catering services.

16.2 All verbal agreements, individual permissions and special regulations are valid only with prior written confirmation from WTA.

**17. Statute of limitations, cut-off period:**

All claims brought by the member against WTA for any reason whatsoever shall lapse after 6 months. The limitation period for claims in relation to a watch fair begins at the end of the month in which the last day of the watch fair falls. Without prejudice to the limitation regulations concerned, all claims must be made writing within a period of 14 days.

The regulations in this point do not apply to consumers covered by the Consumer Protection Act.

**18. Applicable law:**

Austrian law shall apply exclusively with the exception of the UN Convention on Contracts for the International Sale of Goods and non-compulsory referral standards insofar as - except for consumers - it is not opposed by compulsory statutory regulations. Insofar as not excluded by law, statutory provisions applicable between traders shall apply.

**19. Jurisdiction:**

It is agreed that the jurisdiction of the Commercial Court of Vienna shall apply for all disputes insofar as - for consumers in the sense of the Consumer Protection Act - this is not opposed by compulsory statutory regulations.

**20. Severability clause:**

Should individual provisions of these T&Cs be or become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the Parties hereto shall - if necessary and in the due and proper form - replace the invalid or void provision or fill the contractual gap with such a provision which best corresponds to the objective economic purpose pursued by the Parties.

**21. Cancellation instructions for consumers:**

Consumers covered by the Consumer Protection Act have the following right of withdrawal:

They have the right to revoke a contract concluded at a distance or outside our business premises within 14 days, without giving any reasons.

The revocation period is 14 days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us (WTA Eventmanagement GmbH, Austria, 1010 Vienna, Naglergasse 17/3, FN: 325172 w, Tel. 0043 1 512 57 86 21, Fax 0043 1 512 57 86 20, E-Mail [office@wtashows.com](mailto:office@wtashows.com)) by means of an unambiguous declaration (e.g. a

letter sent by post, fax or email) that you wish to withdraw from this contract. You may use the attached sample withdrawal form if you wish, but this is not a requirement.

You can fill in and submit the sample cancellation form or any other unequivocal statement electronically on our website at <http://www.wtashows.com>. If you use this option, we will promptly send you (e.g. by email) a confirmation concerning the receipt of such a cancellation.

To keep within the cancellation period, it is sufficient for you to send the notification to exercise your right of cancellation before the expiry of the cancellation period.

#### Consequences of the cancellation

If you cancel this contract, we shall refund all payments that we have received from you, including delivery costs (with the exception of any additional costs incurred by your choice of another mode of delivery other than the least expensive standard delivery offered by us) within 14 days of receipt of your notice of cancellation. The refund shall be issued using the same payment method that you used for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged fees to process this refund.

The right of withdrawal pursuant to § 18 FAGG is excluded for contracts for services if the trader – on the basis of an express demand of the consumer pursuant to § 10 and confirmation by the consumer of his/her knowledge of the loss for the right of withdrawal once the contract has been completed in full – had already begun to render the service before the expiry of the right of withdrawal pursuant to § 11, and the service was subsequently rendered in full.

#### Sample cancellation form

(If you would like to cancel the contract, please fill out this form and return it to us.)

– To [the trader's name, address and, where available, the fax number and email address are to be inserted here by the trader]:

– I/We (\*) hereby give notice of revocation from my/our (\*) contract of sale of the following goods (\*)/ provision of the following service (\*)

– Ordered on (\*)/ received on (\*)

– Name of customer(s)

– Address of customer(s)

– Signature of customer(s) (only if notification on paper)

– Date

(\*) Delete where inapplicable