

GENERAL TERMS AND CONDITIONS DEUTSCH-FINNISCHE HANDELSKAMMER E.V. UND DEINTERNATIONAL OY 02.04.2025

1. Scope of application

These terms and conditions apply to all contractual relationships between Deutsch-Finnische Handelskammer e.V. (German-Finnish Chamber of Commerce) and its subsidiary DEinternational Oy (hereinafter "the Provider") and the customer, unless the parties have agreed otherwise in writing.

2. Definitions

Customer is the company for which the Provider provides its services.

Offer documents comprise the offer submitted to the Customer by the Provider, the registration form/order acceptance/order confirmation, these General Terms and Conditions and the Provider's privacy policy (data protection) and any possible agreement on the processing of personal data.

For *services*, see paragraph 3.

Marketing materials comprise presentations, boards, posters, brochures and all other sales and marketing materials of the Customer.

Events include all types of agreed events such as trade fairs, business partner referrals/presentations, delegation trips, projects and similar events.

Although these General Terms and Conditions must be in writing, an electronic document such as an e-mail message also fulfills this requirement.

3. Content of the services

The content of the services to be provided to the customer is defined in more detail in the offer and/or in the registration form. The customer's wishes and views shall be taken into account as far as possible in the design of these services.

4. Offer and conclusion of the contract

The content of the Provider's offer is based on the offer documents. If the offer or the registration form deviates from these General Terms and Conditions, these General Terms and Conditions shall not apply to the extent of the deviation.

The offer is valid for the period specified in the offer documents. If no validity period is specified, the offer is valid for 30 days from the day on which the offer was sent to the Customer, unless the parties have agreed otherwise.

The signing and transmission of the order to the provider does not yet constitute a contractual relationship. The contract between the parties is only concluded when the Provider has sent the customer a separate order confirmation by e-mail, also signed by the Provider.

The Provider has the right, but not the obligation, to accept an order placed after the validity period of the offer. Changes to the offer require the written consent of the Provider.



If the customer's order deviates from the provisions contained in the offer, the contract shall apply in accordance with the provisions of the offer, unless the Provider has confirmed otherwise in writing. It is the Customer's responsibility to check the accuracy of the order.

5. Prices

The price of the services and the terms of payment are set out in the offer documents. VAT will be added to the applicable prices.

The Customer can order additional services, such as additional tickets, branding options or other customized services. These services are charged separately according to the Provider's current price list.

If the Customer changes his order after the contract has already been concluded, the Provider will invoice these changes. In this case, the prices will be agreed separately with the Customer in writing.

The Provider reserves the right to adjust prices before the due date of the invoice in the event of changes in charges over which the Provider has no control, such as taxes or other public charges.

6. Invoicing, payment deadline and interest on arrears

Regarding the joint trade fair exhibition areas and the trips to be organized, 50% of the participation fees shall be invoiced to the customer immediately after registration, the remaining 50% approximately 2.5 months before the start of the event, unless expressly agreed otherwise with the Customer. If the Customer registers less than 3 months before the start of the event, only one invoice for the total participation costs will be issued to the Customer.

For other services and events, the provider shall invoice the service price agreed in the offer. If no invoicing is agreed in the offer, the total price of the service shall be invoiced after the order has been placed and the contract concluded.

Services remunerated on a time basis are invoiced monthly in retrospect, unless otherwise agreed in the contract.

Invoices are due on the dates specified therein, but no later than 14 days after the invoice date.

Any objections to the invoice must be raised within 8 days of the date stated on the invoice, otherwise the invoice shall be deemed accepted. Regardless of any complaint, the customer is obliged to pay the undisputed part of the invoice in accordance with the payment terms of the relevant invoice.

In the event of late payment, a late payment fee shall be charged in accordance with the Interest Act. The provider also has the right to charge the customer reasonable collection fees for each reminder.

7. Termination rights of the Provider

The Provider has the right to suspend the provision of services and to terminate the contract if the Customer fails to make a due payment in whole or in part. The payment obligation shall be deemed fulfilled if payment has not been made within 8 days of the first reminder being sent.

The Provider also has the right to suspend the provision of services and to terminate the contract if it is obvious, based on a notification from the customer or for other reasons, that the customer's payment will be delayed.



If the Customer experiences corporate restructuring, insolvency, liquidation or other financial difficulties that jeopardize the fulfillment of its contractual obligations, the Provider has the right to terminate the contract in writing in whole or in part with immediate effect.

The Provider may also terminate the contract if the Customer does not contribute to the provision of the service as agreed or in any other reasonable manner or otherwise violates his contractual obligations and does not remedy his behavior within a period set by the Provider.

8. Force Majeure

The supplier's obligation to fulfill the contract shall lapse to the extent that a natural event, fire, strike, lockout, war, mobilization, export or import ban, lack of means of transport, traffic disruption or any other obstacle that the supplier cannot overcome makes it impossible to fulfill the contract.

If the fulfillment of the contract would require unreasonable expenses, that are disproportionate to the benefit for the Customer and are unreasonable for the Provider, the Provider's obligation to fulfill the contract lapses to this extent.

In the cases mentioned in this paragraph, the Provider is not obliged to compensate the customer for the damage caused by the non-fulfillment of the contract; they may also withdraw from the contract.

9. Packaging, transportation and display

Unless otherwise agreed in writing, the customer shall be responsible for the packaging, transportation, display and removal of his material at his own expense. If the customer does not take care of this himself, the provider has the right to arrange transportation of the customer's material from the venue. In this case, the customer shall bear the responsibility and costs for the transportation of the material.

The Customer is solely responsible for the marketing materials and their accuracy. The marketing materials are intended for public presentation. The Provider is not liable for any damage to the Customer's image, brand or business caused by the marketing materials, their use and public presentation.

10. Subcontractors

The Provider has the right to use subcontractors to provide the services and is liable for the work and actions of the subcontractors in the same way as for its own. The provider's subcontractors are granted access to the customer's marketing materials to the extent necessary to fulfill their respective tasks.

11. Insurance

The Customer shall procure at its own expense any insurance for its representatives participating in an event, for its material and for the measures referred to in paragraph 9.

12. Obligation of the Customer to pay compensation

If the Customer cancels his order/registration after the conclusion of the contract, he is obliged to compensate the Provider for all damages and costs caused by the cancellation, but at least 50% of the total price of the service. Regarding the joint trade fair exhibition areas and the trips to be organized, the customer is obliged to pay the full price of the service if he cancels his order/registration 3 months before the start of the event or later.

The Provider's liability is in any case limited to the amount paid by the Customer for the services that caused the damage for which the Provider is liable. This limitation of liability shall not apply in the event of gross negligence or intent on the part of the Provider.



The Provider shall not be liable for damages suffered by the Customer to the extent that the Customer is entitled to receive compensation from an insurance policy taken out by him or on his behalf or on the basis of another agreement for the settlement of damages.

14. Information provided by the customer

The Customer is responsible for the content, completeness and accuracy of the information that it makes available to the Provider for the rendering of the services. The Customer warrants that all information provided to the Provider is correct. The Customer is obliged to inform the Provider of any changes in the persons responsible for the company, in the ownership or control structure, in the size of the company or in other relevant aspects that could have an impact on the provision of the services or any part thereof.

The Customer shall be liable for any damage caused by failure to comply with the obligations set out in this paragraph (paragraph 14).

15. Transfer of the contract

Neither party may transfer the contract to a third party without the consent of the other party, unless the transfer occurs in connection with a transfer of business or an internal reorganization of the business of one of the contracting parties.

The Supplier is entitled to assign its claims arising from the contract or the order to a third party, for example a debt collection agency, following written notification to the Customer.

16. Confidentiality

Each contracting party undertakes to maintain confidentiality regarding all business and professional secrets of the other party of which it becomes aware (with the exception of marketing materials and the rights referred to in paragraph 17). This confidentiality obligation shall also apply after termination of the contractual relationship.

17. Intellectual property rights

The Customer retains all intellectual property rights to any material displayed or distributed during any Event or any agreed activity. The Provider is granted a non-exclusive, royalty-free license to use, reproduce and display the Customer's marketing materials, logo and client information for the purpose of fulfilling the agreed contractual obligations. The Customer guarantees that all marketing materials and other materials provided do not infringe any third-party intellectual property rights.

18. Regulations for the prevention of money laundering

In order to fulfill certain contractual relationships, the Provider may be obliged to comply with the regulations and guidelines for the prevention of money laundering and terrorist financing. The Provider is entitled to make the necessary inquiries and reports to the authorities in accordance with these regulations and to process personal data of the Customer, its representatives and beneficial owners for this purpose.

The Provider is not obliged to execute or complete the order or the service until it has received all the information and verification required in accordance with the regulations and guidelines for the prevention of money laundering and terrorist financing.



19. Applicable law, dispute resolution

The contractual relationship between the Provider and the Customer shall be governed by Finnish law, excluding the provisions of conflict of laws.

Disputes between the Provider and the Customer concerning the contract shall be settled primarily by negotiation between the parties.

If the parties fail to reach an agreement, all disputes arising out of or in connection with the contractual relationship between the Provider and the Customer shall be subject to the exclusive jurisdiction of the courts of Finland. The competent court for resolving such disputes is the Helsinki District Court.