

## SPONSORING & MARKETING – ORDER FORM

We are an exhibitor of:  Intersolar Europe  ees Europe  
 Power2Drive Europe  EM-Power Europe  
 as part of The smarter E Europe 2023 and hereby ordering the following  
 sponsorships/marketing opportunities. Please complete this contract form in  
 block capitals, sign and return by fax or email.

Please sign and fax to: +49 7231 58598-28  
 or send by email to [merz@solarpromotion.com](mailto:merz@solarpromotion.com)  
 If you need assistance please call +49 7231 58598-212

Name of Sponsorship and/or Marketing Opportunity: \_\_\_\_\_

\_\_\_\_\_

Price: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The stated prices exclude legally applicable taxes and fees. They relate to the sponsorship offer and the distribution of advertising material for purposes of the event in respect of which a booking was made. I HAVE READ AND AGREE TO THE SPONSORSHIP CONDITIONS AS SET OUT ON THE FOLLOWING PAGE.

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Tel. (general) \_\_\_\_\_ Fax \_\_\_\_\_

Website \_\_\_\_\_ Email (general) \_\_\_\_\_

Ms.  Mr.  Mx. First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Tel. \_\_\_\_\_ Email \_\_\_\_\_

Place, Date \_\_\_\_\_ Signature \_\_\_\_\_

Please note: The offer is only valid in combination with a valid contract for participation as an exhibitor at The smarter E Europe 2023. The sponsoring contract is only concluded and becomes effective upon written confirmation by the sponsorship organizer.

## GENERAL TERMS AND CONDITIONS

### Organizers and contracting parties

The organizers of The smarter E Europe 2023, to which the sponsorship relates, are:

Solar Promotion GmbH  
Kiehnlestrasse 16  
75172 Pforzheim, Germany  
Tel.: +49 7231 58598-0  
Fax: +49 7231 58598-28  
info@TheSmarterE.de  
→ [www.TheSmarterE.de](http://www.TheSmarterE.de)

Registered at the Local Court of Mannheim under HRB 50 5055  
Management: Markus Elsässer and Dr. Florian Wessendorf

and

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (FWTM)  
Messe Freiburg, Neuer Messplatz 3  
79108 Freiburg i. Br., Germany  
Tel.: +49 761 3881-3700  
Fax: +49 761 3881-3770  
TheSmarterE@fwtm.de

Registered at the Registration Court of Freiburg under HRA 4323  
Management: Hanna Böhme and Daniel Strowitzki

The contracting party in relation to the sponsorship is Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG (FWTM), Freiburg im Breisgau, Germany. FWTM collaborates closely with Solar Promotion GmbH, Pforzheim, Germany in this matter.

### Sponsorship General Terms and Conditions

#### 1. Sponsorship

- 1.1. FWTM will provide, in accordance with the provisions of this agreement, the sponsorship or marketing services for the sponsorship or marketing package arrangement (hereinafter: "sponsorship") booked by the sponsor. The availability of sponsorship and marketing services may be subject to the achievement of a minimum quantity, which is noted with the respective service description.
- 1.2. More information on the sponsorship and marketing package arrangements is available on the websites of the individual **The smarter E Europe** events under → [For Exhibitors → Sponsorships & Marketing](#) FWTM reserves the right to make changes to the sponsorship or marketing services, provided that the services have an equivalent value and changes are reasonable for the sponsor.
- 1.3. The sponsor will strictly adhere to all applicable laws, provisions and industry standards in relation to the sponsorship.

#### 2. Package prices, terms of payment

The price for the booked offer will be invoiced to the exhibitor in Euro and is to be transferred to the bank account indicated on the invoice after receipt. The booking status for the respective offer does not exist unless and until the full fee has been received by FWTM. For offers with a minimum number of participants, the amount will be credited and any payments refunded in the event that this number of participants is not reached.

#### 3. Cancellation of the event or parts of the event

Should the organizers of The smarter E Europe event to which the booked offer relates and/or related activities be cancelled, FWTM will credit the sponsor 80% (eighty percent) of the invoice amounts and refund any amounts already paid accordingly. The exhibitor shall not be entitled to any further claims with regard to the cancelled event.

#### 4. Final provisions

- 4.1. FWTM is entitled to transfer all rights and obligations conferred by this sponsorship agreement to third parties.
- 4.2. Amendments and additions to this agreement must be made in writing. This shall also apply to any waiver of the written form requirement.
- 4.3. In the event that one or more provisions contained in this agreement should be or become invalid or unenforceable, the agreement shall remain otherwise unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that, to the closest extent possible, reflects the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of a gap in the agreement.
- 4.4. This agreement shall be governed by German law.
- 4.5. The courts of Freiburg i. Br., Germany, shall have jurisdiction for all controversies, disputes and claims arising from or in connection with this agreement. FWTM may furthermore bring an action against the sponsor in the court with jurisdiction in the sponsor's place of business. FWTM is alternatively entitled to seek a ruling from one or more arbitrators in accordance with the Arbitration Rules of the International Chamber of Commerce on all disputes and claims arising from or in connection with this agreement in accordance with these Arbitration Rules. The seat of the arbitration court shall be Freiburg i. Br., Germany. The arbitration proceedings shall be held in English.

Freiburg, May 2022