

**| 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 Restart 2021 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 [lajtkep@solarpromotion.com](mailto:lajtkep@solarpromotion.com).  
If you need assistance please call +49 7231 58598-16

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 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 Restart 2021, 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.
- 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](#) → [Exhibition planning](#) → [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. Sponsorship fee

The sponsor will be invoiced in euros for the fee for the sponsorship or marketing option booked. This fee must be transferred to the bank account indicated on the invoice within eight days following receipt of the invoice. Sponsor status for the sponsorship event in question will not exist until FWTM has received full payment of the fee.

#### 3. Cancellation of the sponsored event

Should the organizers cancel the The smarter E Europe event to which the sponsorship relates, and/or associated activities, FWTM shall refund the sponsor 80% (eighty percent) of the sponsorship fee paid. The sponsor is not entitled to any further claims in relation 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, 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, Germany. The arbitration proceedings shall be held in English.

Freiburg, May 2021