



The English version of the General Terms and Conditions is not binding and for convenience and information purposes only. In all cases, the German language version prevails.

General Terms and Conditions for

- the participation in events of EOS – Events & Services GmbH
- the payment of fees for the publication of scientific papers in the Journal of the European Optical Society – Rapid Publications (JEOS:RP)
- the use of other services of EOS – Events & Services GmbH

1. General / scope of validity

The following General Terms and Conditions govern the contractual relationship between EOS – Events & Services GmbH and

- the orderer and participant (hereinafter “participant“) of seminars, workshops, training courses, conferences and other transfer measures (hereinafter “events“) of EOS – Events & Services GmbH,
- authors of scientific papers published in the Journal of the European Optical Society – Rapid Publications (hereinafter “JEOS:RP“), as well as
- customers who use any other services of EOS – Events & Services GmbH.

The General Terms and Conditions apply exclusively. We do not accept terms issued by the participant which are in conflict with or differ from our General Terms and Conditions, unless we have explicitly agreed to the applicability of such terms in writing.

Consumers as defined by these Terms and Conditions are individuals with whom business relations are entered and to whom pursuit of commercial or self-employed objectives cannot be attributed.

Entrepreneurs as defined by these Terms and Conditions are individuals or legal entities or legally responsible partnerships with whom business relations are entered and who are acting in the exercise of a commercial or self-employed professional activity.

Participants as defined by these Terms and Conditions are consumers as well as entrepreneurs.

2. Registration for events, fees for scientific papers published in JEOS:RP, as well as use of other services

2.1 Registration / registration confirmation for events

The participant or the corresponding department of his/her company may register via letter or fax, or, if applicable, via email or online at our website. The registration becomes legally binding with our email confirmation. Since the number of participants to be admitted to our events is limited, registrations are accepted on a first-come-first-served basis.

2.2 Fees for scientific papers published in JEOS:RP

The publication of scientific papers in JEOS:RP is subject to a fee. By submitting a scientific paper, the author accepts the publication fee being charged, unless other agreements are in place between the editor and the author. The author is only charged a fee, if the scientific paper has actually been published in JEOS:RP, usually 2 weeks after publication.

2.3 Use of other services

Orders for other services may be placed by letter, fax, email and/or online at our website.

3. Cancellation instructions

3.1. for event bookings via the internet

Right of cancellation

Event bookings placed via the internet may be cancelled according to the German Civil Code within a period of two weeks in text form (letter, fax, email) without stating a reason .

The deadline begins at the earliest after receipt of these instructions. The cancellation deadline is considered to be met, if the cancellation is sent in time.

The cancellation is to be directed to:
EOS – Events & Services GmbH
Garbsener Landstrasse 10
D - 30419 Hannover
Fax: +49 / (0)511 / 277-2699
Email: info@myeos.org

Consequences of cancellation:

In case of an effective cancellation, any performance received by either party must be returned and, where applicable, any benefits thereof surrendered. If the performance received may not be returned in whole or in part or if it may only be returned, in whole or in part, in a deteriorated condition, compensation for the lost value may have to be rendered.

Special information:

The right of cancellation expires prematurely, if the event has taken place with the explicit consent of the participating consumer before the deadline of cancellation ended and the consumer has participated.

3.2 for scientific papers published in JEOS:RP

Scientific papers submitted for publication in JEOS:RP via the JEOS:RP website (www.jeos.org) which, however, have not yet been published may be cancelled according to the German Civil Code within a period of two weeks in text form (letter, fax, email) without stating a reason.

The deadline begins at the earliest after receipt of these instructions. The cancellation deadline is considered to be met, if the cancellation is sent in time.

The cancellation is to be directed to:

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Scientific papers already published in JEOS:RP may not be cancelled.

4. Bank details

Payments are made by bank transfer to the account of EOS – Events & Services GmbH at Commerzbank Hannover. National payments: bank code 250 400 66, account no. 303 68 11; international payments:
BIC: COBADEFFXXX
IBAN: DE98 2504 0066 0303 6811 00.

5. Due dates and payment, delay, set-off against claims

Participation fees are specified in the relevant event announcement. They refer to one person and one event.

Publication fees for scientific papers in JEOS:RP are specified at the website of JEOS:RP.

Fees for other services of EOS – Events & Services GmbH are specified in the respective announcement or order form.

All fees are due 7 days after the invoice date without any deductions; a cash discount is not granted.

Payments by sending cash or cheques may only be made upon agreement and are subject to a processing fee of 15 euros. In case of loss, EOS – Events & Services GmbH may not be held liable.

Bank transfers from foreign countries which

- are not made via the standard EU bank transfer form (wrong forms cause extra costs)
- are made in a currency other than euro
- amount to more than 12,500 euros
- are not addressed to the international (European) account number (IBAN) and do not include the international standardized bank code (BIC) of the recipient

are subject to a processing fee of 15 euros.

In case of a delay in payment, interest is payable of 8 percentage points above the base rate by entrepreneurs and 5 percentage points above the base rate by consumers. The claim of further damage caused by delay is thereby not excluded.

EOS – Events & Services GmbH reserves the right to prove and claim a higher loss due to the delay in payment from entrepreneurs.

The participant may only set off against claims which are legally established or have been acknowledged in writing by EOS – Events & Services GmbH. The participant is only entitled to exercise a right of retention insofar as his/her counterclaim is part of the same contractual relationship.

6. Cancellations

Events

Should it not be possible to hold the event as a result of force majeure or other important reasons (e. g. due to illness of the speaker or a low number of participants), the participants are informed as soon as possible and the fee for the event is in this case returned. Further claims only apply in case EOS – Events & Services GmbH is at fault.

The participant may cancel the event up to 14 days prior to its beginning at a rate of 50 % of the participation fee. Thereafter or in case of non-appearance, the full participation fee is charged. Cancellation must be made in writing. EOS – Events & Services GmbH accepts a replacement participant without additional charges. All cancellations or booking changes must be in written form. Publication of scientific papers in JEOS:RP

Once a scientific paper has been published in JEOS:RP, cancellation is not possible anymore.

Other services

The cancellation terms for other services are specified in the respective announcement or order form.

7. Services

Events

The participation fee includes the participation in the event. Whether or not event documentation and catering are included in the price is specified in the event announcement. EOS – Events & Services GmbH reserves the right to replace announced speakers by other speakers and to make necessary changes to the event programme while keeping the overall character of the event.

Publication of scientific papers in JEOS:RP

The fees for the publication of scientific papers in JEOS:RP include all services required for publication. EOS – Events & Service GmbH reserves the right according to the Author Guidelines (cf. www.jeos.org) to charge considerable additional expenses where applicable. There is no right to publication of scientific papers submitted. Should a submitted scientific paper not meet the quality standards of JEOS:RP or should these standards not be able to be met even after revision by the author, the editor reserves the right to reject the scientific paper. In this case, the author is not charged a publication fee.

8. Copyright

Events

The event documentation is protected by copyright. Duplication, distribution or any other use of the event documentation is only permitted with the explicit written consent of EOS – Events & Services GmbH.

Publication of scientific papers in JEOS:RP

The copyright for scientific papers remains with the author. Further details are specified in the Author Guidelines at www.jeos.org and in the Copyright Agreement which each author is provided with after publication of his/her scientific paper.

9. Liability

Events

Each event is carefully prepared and carried out according to the current state of knowledge. No liability is accepted for advice given, the use made of knowledge acquired during the event or the up-to-dateness, correctness and completeness of the event documentation. Furthermore, no responsibility is taken over for any inconveniences that may arise as a result of the participants' insufficient qualifications for the event.

This exclusion of liability does not apply in cases of

- damage caused deliberately or through gross negligence,
- the infringement of essential contractual obligations also by legal representatives or vicarious agents of EOS Events & Services GmbH; liability is, however, limited to the extent of the direct average damage predictable as per the nature of the event and typical for the contract,
- culpable injury to life, body or health of the participant,
- maliciously concealed defects and guarantees assumed for the contents of the event and its documentation.

Scientific papers in JEOS:RP

Each scientific paper is carefully reviewed and prepared for publication according to the current state of knowledge. No liability is accepted for the up-to-dateness, correctness and completeness of the contents of the published scientific papers.

10. Data protection declaration

EOS – Events & Services GmbH protects the personal data of the participants, authors and other customers. EOS – Events & Services GmbH will treat data provided by participants, authors and other customers confidentially and use them only in accordance with the provisions of the data protection law. Personal data are all data stored in connection with the name of the participants, authors and other customers. The basic data provided by the participant (title, first name, family name, delivery and invoice address, telephone and fax numbers, email address) are stored by EOS – Events & Services GmbH in an address data base as well as processed and used or – if necessary – forwarded to service providers appointed for the purposes of fulfilling this contract and invoicing. Unless otherwise stated, we will inform participants, authors and other customers of future offers. Consent may be cancelled at any time at our office.

11. Applicable law, court of jurisdiction and place of performance

German law applies. In case the participant, author or other customer is a registered businessperson, legal entity under public law or special fund under public law, the court of jurisdiction for all disputes from this contract is exclusively Hannover. The same applies, should the participant, author or other customer have no general jurisdiction in Germany or should his/her domicile or normal place of residence not be known at the time litigation is initiated.

12. Final provisions

Should individual provisions of these Terms and Conditions be legally invalid, all other provisions remain binding. Agreements differing from this contract are only valid when agreed upon in writing.

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EOS – Events & Services GmbH

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