

GENERAL CONDITIONS FOR TRACTO-TECHNIK GMBH & CO.KG TRAINING EVENTS (“TRAINING CONDITIONS”)

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| <p>1 Scope of Application</p> <p>1.1 We conclude contracts concerning the performance of training services, in particular training sessions, seminars and other events involving training content ("training"), exclusively under the following training conditions and as a supplement to our general terms and conditions.</p> <p>1.2 Differing conditions from our contract partner not explicitly recognised in writing are non-binding, even if they have not been explicitly refuted.</p> <p>2 Contract Partners</p> <p>Our selection of training services are geared exclusively towards entrepreneurs as defined by German law. An "entrepreneur" in accordance with § 14 of the German Civil Code is a natural or legal entity or a partnership with legal capacity which, when entering into a legal transaction, acts in exercise of its trade, business or profession. Companies in this sense are legal entities under public law and special estates under public law.</p> <p>3 Participants, Registration and Participation Requirements</p> <p>3.1 Participants in training can be an entrepreneur or its employees who fulfil the following prerequisites.</p> <p>3.2 Participation in training requires the registration of the participant at least two weeks prior to the respective training date and our confirmation of the registration. Registration requires submitting the completed registration form to us.</p> <p>3.3 A prerequisite for participation is that the costs for participation ("participation costs") have been settled with us.</p> <p>3.4 A prerequisite for participation is written and verbal comprehension of the designated language of the training session. Specific participation prerequisites may be required for certain training sessions in addition to these and are found in the selection description for the training session.</p> <p>3.5 We reserve the right to deny participation in training to participants that do not fulfil the participation prerequisites.</p> <p>4 Quotes and Prices</p> <p>4.1 Our quotes are non-binding and subject to change.</p> <p>4.2 The participation costs listed in the quotes are per person plus VAT.</p> <p>4.3 Travel and lodging costs shall be borne by the training participant.</p> <p>4.4 In addition to the training services offered by qualified speakers, our quotes always include the provision of seminar beverages (coffee and soft drinks) and, where appropriate, lunch and/or dinner as part of training (details can be found in the quote for the respective training session).</p> | <p>4.5 Furthermore, we award participants who have completed the full length of the training session with a certificate of participation and make training materials available to them.</p> <p>5 Invoicing, Due Date and Default</p> <p>5.1 We send an invoice for the participation costs along when transmitting the registration confirmation.</p> <p>5.2 Our contract partner is responsible for the payment of the participation costs, regardless of potential reimbursement by other payers.</p> <p>5.3 The invoice amount is due immediately and in full upon receipt of the invoice. If the invoice is not settled, the contract partner shall be in default 14 days after invoice receipt or upon the date of the training (whichever is sooner), without the need for an explicit reminder.</p> <p>6 Participation Cancellation, Non-attendance and Substitute Participants</p> <p>6.1 In the event that participation in the training is cancelled up to 10 calendar days before the beginning of the training session, we grant a 50% reduction in participation costs. We refund prepaid participation costs accordingly. In the event of later cancellation or non-attendance of the registered participant, deductions or refunds are not possible.</p> <p>6.2 Our contract partner can designate a substitute participant in place of the registered participant up to 3 calendar days before the beginning of the training session at no cost, provided the substitute participant fulfils the participation prerequisites in accordance with Section 3.4. Section 3.5 applies accordingly in this respect.</p> <p>6.3 participant is to be communicated to us either in writing, by fax or by e-mail.</p> <p>7 Minimum Number of Participants, Change Restrictions</p> <p>7.1 We reserve the right to cancel training sessions due to low demand or for other good cause not within our control (e.g. sudden illness of the speaker) at the latest by 10 working days before to the planned date of the event. In the event of cancellation, the contract partners and participants shall be notified promptly and prepaid participation costs shall be reimbursed.</p> <p>7.2 We reserve the right to make appropriate and objectively necessary changes regarding the length of training, lesson plan, participation costs and dates due to organisational or technical reasons, taking into account the interests of our contract partners and participants. We are entitled to replace the scheduled speakers as needed (e.g. illness, accident) with other speakers similarly qualified for the training.</p> |
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8 Liability Limitation

8.1 The training materials provided as part of advanced training are created according to the best of our knowledge. Nevertheless, we accept no responsibility for the correctness, timeliness, completeness and quality of their contents and exclude liability for such in accordance with the following Section 8.2.

8.2 We are not liable for damages that we, our legal representatives or our agents have caused through ordinary negligence. This applies without consideration for the legal nature of the asserted claim and specifically for claims for delay, other breach of duties or unlawful acts. This liability limitation does not apply to damages from injury to life, body or health or from violation of important contractual obligations.

9 Copyright

9.1 The training documents are protected by copyright. Any duplication, editing, translation, transfer to a third party, distribution or published reproduction of training material—in full or in part—is prohibited in any form and for any purpose without the prior written permission.

9.2 Usage is exclusively granted as part of the personal use of the participant and (provided deviation from Section 9.1) in the company of the participant (i.e. our contract partner).

10 Final provisions

10.1 Should the individual conditions of these training conditions be or become invalid, in whole or in part, the validity of the remaining provisions or remainder of the contract shall not be affected. In place of the invalid condition(s), an appropriate provision corresponding to the respective meaning and purpose shall be agreed between the parties to the contract. All provisions shall be stipulated in writing.

10.2 The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods shall be excluded.

10.3 The place of performance and jurisdiction for all disputes arising from this contract is the headquarters of TRACTO-TECHNIK GmbH & Co. KG., 57368 Lennestadt, Germany.

04/2017