

## **General Terms and Conditions for Public Training Courses and Symposia**

### **1. Scope and definitions**

- 1.1. These General Terms and Conditions apply exclusively to the business relationship between exida.com – Excellence in Dependable Automation GmbH, branch office: Prof. Messerschmitt Str. 1, D-85579 Neubiberg (hereinafter referred to as the "PROVIDER") and the recipient of the services (hereinafter referred to as the "CUSTOMER", together also referred to as the "PARTIES"), in particular with regard to contracts for the provision of training courses and symposia in the areas of functional safety and cybersecurity (hereinafter referred to as "services").
- 1.2. The PROVIDER's offer is directed exclusively at entrepreneurs (Section 14 of the German Civil Code (BGB)) or traders.
- 1.3. Any conflicting, deviating or supplementary general terms and conditions of the CUSTOMER shall not become part of the contract unless the PROVIDER expressly agrees to their validity. These General Terms and Conditions shall also apply if the PROVIDER performs services without reservation in the knowledge of terms and conditions of the CUSTOMER that conflict with or deviate from these General Terms and Conditions.
- 1.4. The contractual basis is derived from the individual agreement between the PROVIDER and the CUSTOMER as well as these terms and conditions.
- 1.5. The General Terms and Conditions shall also apply to all future service relationships between the PROVIDER and the CUSTOMER (in connection with the service offered) without the need for express inclusion.
- 1.6. Where the generic masculine form is used in the following provisions, this is for reasons of simplicity only and does not imply any value judgement.

### **2. Services**

- 2.1. The PROVIDER offers various services, in particular the implementation of training courses, seminars and symposia, which may take place using multimedia, video-based and/or on-site formats. Depending on the service package, the services are standardised and/or customised and can be provided individually or in groups and also include online training courses. The PROVIDER is entitled, particularly with regard to the expected number of participants, to determine at short notice, even after conclusion of the contract, whether the services will take place via multimedia, video and/or on site.

- 2.2. The PARTIES agree that the PROVIDER expressly owes the CUSTOMER no specific quantitative and/or economic success.
- 2.3. The provision of services by the PROVIDER is linked to the agreed dates. A transfer of the service claim to a later date is excluded.
- 2.4. The PROVIDER is entitled to use the assistance of third parties, in particular subcontractors, to fulfil individual or all contractual obligations.
- 2.5. With regard to the content of a consulting and/or coaching contract entered into with the PROVIDER, the PROVIDER is entitled to a right to determine the service in accordance with Section 315 BGB.

### **3. Special provisions for the implementation of the symposium**

- 3.1. The PROVIDER holds specialist events ("symposiums") lasting several days at irregular intervals, focusing on presentations and discussions on topics in the fields of functional safety and cybersecurity. The events usually take place in hotels or similar conference venues.
- 3.2. Bookings are binding. In addition to these General Terms and Conditions, the participation and cancellation conditions communicated during the booking process apply.
- 3.3. Travel, accommodation and other incidental costs (e.g. meals outside the official event programme) are to be borne by the CUSTOMER at his own expense. The PROVIDER accepts no liability for this, unless the event is cancelled at short notice for reasons for which the PROVIDER is responsible. In this case, the PROVIDER will refund any participation fees already paid upon presentation of proof.
- 3.4. The PROVIDER is entitled to cancel or postpone the symposium for good cause, in particular in the event of force majeure, illness of key speakers or official requirements. In the event of cancellation, the participation fee will be refunded in full. Further claims are excluded, insofar as the PROVIDER is not guilty of intentional or grossly negligent behaviour.
- 3.5. During the symposium, the PROVIDER or commissioned third parties may take photographs, make audio recordings and take video recordings. These are used exclusively for internal documentation purposes or public relations work (e.g. on the website or in presentations). Participants who do not wish to be recorded may indicate this by wearing a corresponding sign supplied by the PROVIDER. The PROVIDER undertakes to respect this request.
- 3.6. The provisions of this Section 3 apply in addition to the other contractual provisions and, in the event of a conflict, take precedence over the general terms and conditions of service set out in Section 2.

#### **4. Conclusion of contract**

- 4.1. The presentation of services on the website, in social networks, in brochures or in advertisements does not constitute a binding offer by the PROVIDER to conclude a contract.
- 4.2. The contract between the PROVIDER and the CUSTOMER is generally concluded in text form by signing the registration form, unless the parties have agreed otherwise.

#### **5. Remuneration**

- 5.1. The remuneration applicable at the time of conclusion of the contract shall apply to the services, unless a different remuneration has been agreed individually. All prices are exclusive of statutory value added tax.
- 5.2. Unless otherwise agreed, the CUSTOMER is obliged to make advance payment. The agreed remuneration is due immediately upon conclusion of the contract and payable within 30 days, but no later than one working day before the PROVIDER renders the service.
- 5.3. If the CUSTOMER fails to provide the necessary cooperation and thereby prevents the PROVIDER from providing the service, the PROVIDER's claim for remuneration shall remain unaffected in any case. In this case, however, the PROVIDER must offset any expenses saved or not incurred.

#### **6. Default**

- 6.1. If the CUSTOMER is in default with due payments, the PROVIDER reserves the right not to perform further services until the due payments have been settled.
- 6.2. The PROVIDER is entitled to terminate the contract for good cause in accordance with Section 626 (1) BGB and to discontinue all services. The PROVIDER is entitled to claim the entire remuneration that would be due until the next termination date as compensation. In this case, however, the PROVIDER must offset any expenses saved or not incurred.

#### **7. Obligations of the PARTIES to perform the agreed services**

- 7.1. All contractually agreed services shall be provided by the PROVIDER only from the time of conclusion of the contract.

- 7.2. The booking of the PROVIDER's services is generally binding. This does not apply if the parties have agreed otherwise or if the following clauses stipulate otherwise.
- 7.2.1. The postponement of an agreed training date ("training date" within the meaning of these General Terms and Conditions refers to the subject matter of a uniform contract; training dates may also be spread over several days) is generally not possible and corresponds to a cancellation by the CUSTOMER. In the event of cancellation by the CUSTOMER, the agreed consultation date shall be cancelled without replacement.
- 7.2.2. If the training date is cancelled without replacement as a result of cancellation by the CUSTOMER, the CUSTOMER shall not owe the PROVIDER any remuneration, provided that the CUSTOMER cancels the date in writing (in particular by email) at least 21 days before the start of the respective training date. If there are less than 21 days between the cancellation and the start of the respective consultation appointment, the CUSTOMER shall owe half of the agreed remuneration. If there are less than 14 days between the cancellation and the consultation appointment, the CUSTOMER shall owe the full remuneration. The CUSTOMER shall not owe any remuneration if the PROVIDER is responsible for the circumstances underlying the cancellation. The PROVIDER reserves the right to unilaterally revoke the registration confirmation and/or to cancel or reschedule the consultation appointment. In such cases, the CUSTOMER may attend the new or another appointment or cancel the booking. In the latter case, the CUSTOMER will be refunded the price paid.
- 7.3. The CUSTOMER must ensure that the technical requirements are in place to be able to make full use of the offer. This includes, for example, a sufficiently powerful internet connection, PC/notebook/smartphone, messenger services, etc. The PROVIDER is not responsible for any unavailability in this regard.
- 7.4. The CUSTOMER is obliged to arrive punctually for all agreed training appointments (especially 1:1). The CUSTOMER must notify the PROVIDER immediately of any delays. If the PROVIDER incurs additional costs due to a delay caused by the CUSTOMER (e.g. due to delays in the PROVIDER's workflow, fruitless expenses such as rental costs), these shall be borne by the CUSTOMER.
- 7.5. The parties shall agree in principle at the time of conclusion of the contract which natural person will make use of the PROVIDER's services. The CUSTOMER may change the participating person by notifying the PROVIDER in writing up to one working day before the start of the event.

## **8. Terms of payment**

- 8.1. Payment is possible by invoice and prepayment.

- 8.2. The PROVIDER is entitled to commission third parties to process the payment to the CUSTOMER. The CUSTOMER authorises the PROVIDER to enter (payment) data for the CUSTOMER on his behalf.
- 8.3. The advance information can be sent to the CUSTOMER up to one day before the direct debit is taken.
- 8.4. All billing modalities, in particular invoicing, shall be carried out electronically via the email address provided by the CUSTOMER. The CUSTOMER hereby expressly agrees to this.

## **9. Liability for damages**

- 9.1. The PROVIDER shall be liable, regardless of the legal basis, within the framework of the statutory provisions only in accordance with the following provisions:
- 9.2. The PROVIDER shall be liable without limitation for damages resulting from injury to life, limb or health caused by intent or negligence on the part of the PROVIDER or one of his legal representatives or vicarious agents. In addition, the PROVIDER shall be liable for damages resulting from intent or gross negligence on the part of the PROVIDER or one of his legal representatives or vicarious agents, as well as for damages resulting from non-compliance with a guarantee given by the PROVIDER or an assured characteristic, or from fraudulently concealed defects.
- 9.3. The PROVIDER shall be liable, limited to compensation for foreseeable damage typical for this type of contract, for such damage based on a slightly negligent breach of essential contractual obligations by him or one of his legal representatives or vicarious agents. Essential contractual obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.

## **10. Data protection, confidentiality**

- 10.1. The CUSTOMER is advised that the PROVIDER collects, processes and uses personal inventory and usage data in machine-readable form within the scope of the purpose of the contractual relationship. All personal data will be treated confidentially.
- 10.2. The PARTIES undertake to treat as confidential any information relating to the other party that becomes known to them in the course of the performance of the contract.

## **11. Copyright**

- 11.1. All content provided within the scope of the fulfilment of the contract is protected by copyright.
- 11.2. The CUSTOMER shall receive a simple right of use for the content for the duration of the contract. Any disclosure and/or reproduction of the content is prohibited. In particular, the CUSTOMER is not entitled to make image, film or sound recordings of the course materials and/or live coaching sessions without the express permission of the PROVIDER. Any violation will be prosecuted and may result in claims for damages.
- 11.3. The CUSTOMER agrees that audio and video recordings involving the CUSTOMER, in particular of events, meetings, consultations, group calls and the like, especially those involving third parties, may be made and evaluated by the PROVIDER without restriction in terms of time, location and content within the framework of the contractual relationship and the associated uses.
- 11.4. If the CUSTOMER is an entrepreneur, he shall fully indemnify the PROVIDER against any claims by his employees against the PROVIDER for infringement of intellectual property rights arising in connection with the PROVIDER's provision of services.
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## **12. Right of withdrawal**

The PROVIDER concludes contracts exclusively with entrepreneurs within the meaning of Section 14 BGB, so that there is no statutory right of withdrawal.

## **13. Place of jurisdiction, choice of law, other provisions**

- 13.1. The place of performance and exclusive place of jurisdiction for disputes with merchants, legal entities under public law or special funds under public law arising from contracts is Neubiberg.
- 13.2. All disputes arising in connection with these General Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany, irrespective of the legal basis, excluding all provisions of conflict of laws that refer to another legal system.
- 13.3. Should one or more provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.