

# Groz-Beckert KG terms of service for training courses as part of the programme of the Groz-Beckert Academy

## § 1 Scope of application

1. These terms of service apply to the provision of services in the field of training courses as part of the programme of the Groz-Beckert Academy.
2. These terms of service apply exclusively in our relationship with the customer within the scope of the above No. 1. They also apply to all business contacts with the customer in this area of application, such as the commencement of contractual negotiations or the initiation of a contract, even if they are not expressly agreed once more or if they are not expressly referred to again. The application of the customer's general terms of order or purchasing is expressly rejected.
3. If, in individual cases, contractual relationships are also established with persons or companies who are not themselves intended to become a party to the contract, the limitations of liability in these terms of service will also apply to them, provided that these terms of service were included with respect to the third parties when the contractual relationship was established. This is particularly the case if the third parties were aware or already had knowledge of these terms of service when the contractual obligation was created.
4. The acceptance of our services by the customer is regarded as recognition of the validity of these terms of service.

## § 2 Terminology

1. In these terms of service the term "customer" is used to refer to the party who enters into the training contract.
2. The "party" (together "the parties") as referred to in these terms of service means the customer and/or Groz-Beckert KG.
3. In these terms of service, the "participant" is a natural person who takes part in a training course.

## § 3 Conclusion of contract

1. Unless otherwise agreed, our offers remain binding for four weeks from the date of the offer.
2. We are not bound by an order until it has been confirmed by us in writing in the form of an order confirmation, or until we commence with the execution of the order.

## § 4 Scope of the service, periods and deadlines

1. Our written offer or our order confirmation is definitive in respect of the scope of our services. Additional agreements and amendments require our written confirmation.
2. If we become aware of a risk of the customer's inability to meet its obligations we will be entitled to supply goods and services only against advance payment or security.
3. The observance of deadlines is conditional upon the customer performing the cooperative acts required from it in a timely and correct manner, providing all documents that are needed and making any agreed advance payments.
4. We will not be in default in the event of force majeure or other exceptional circumstances beyond our control.
5. We may refuse to provide the service incumbent upon us if, after

conclusion of the contract, it becomes apparent that our claim to remuneration may be jeopardised by the customer's inability to make such payment. This is particularly the case if the payment to which we are entitled is at risk due to the customer's poor financial circumstances or if other obstacles to payment are threatened, e.g. war events or absence of the required employees due to illness.

## § 5 Participant numbers

The number of participants in a training course is determined by us individually, taking into account the training material and other requirements.

## § 6 Training location

Unless expressly agreed otherwise, the training will take place at Groz-Beckert's premises in Albstadt.

## § 7 Training documents

In the event that training documents are provided, rights of use to these training documents are only granted to the extent necessary to convey the contents contained in the training documents to the participant in the training course.

## § 8 Catering

In the case of training courses held in Albstadt, on course days participants can have lunch free of charge in our canteen. During the training sessions, participants are provided with drinks for personal consumption free of charge.

## § 9 Substitute participants

1. The customer is entitled to register another person instead of a person originally registered for the course.
2. The customer must inform us of the substitution in writing or by email at the latest two working days before the start of the training course.
3. We may only object to the substitution for good cause.

## § 10 Prices, costs

1. Unless expressly agreed otherwise, our prices are quoted net. They relate to the performance of services at the agreed place of performance. When the invoice is issued, VAT will be added at the statutory rate.
2. Unless agreed otherwise, the remuneration for training services to be provided by us will be based on a lump sum to be agreed. Unless agreed otherwise, any expenses, travel and accommodation costs for the provision of training services at a location other than Albstadt will be shown separately in our offer and invoiced accordingly.

## § 11 Terms of payment

1. Unless contractually agreed otherwise, our invoice is payable without deduction 14 days after completion of the training course.
2. In the event of an agreed payment by instalments, the agreed remaining amount will become due immediately if the customer is in default in whole or in part with two instalments, or if the customer is in default at least to the amount of one monthly instalment in a period extending over more than two instalment dates.

3. The customer is not entitled to make deductions without express agreement.
4. If the customer is in default of payment it must compensate us for the damage caused by the delay, in particular interest at 9 percentage points above the base rate. If the customer is more than 14 days in arrears with the payment of a due amount or partial amount, or if the payment to which we are entitled is jeopardised due to the customer's unfavourable financial circumstances, the entire remainder of all outstanding claims will become due for payment immediately.
5. Payment by bill of exchange or accepted bill is only permitted by express agreement, and even then is only valid on account of payment. Any costs incurred for payment by bill of exchange or acceptance are to be borne by the customer and will be invoiced to the customer separately.
6. Payments are to be made exclusively by the customer. The settlement of invoices by third parties is inadmissible and does not have the effect fulfilling payment obligations.
7. Cash payments are generally not accepted by us.
8. Only undisputed or legally established claims can be offset against our claims for remuneration. The same applies to the exercise of a right of retention. The customer will otherwise only be entitled to exercise a right of retention if it is based on the same contractual relationship.
9. The assignment of claims against us by the customer requires our prior consent, which will only be refused for good cause.

#### **§ 12 Obligations of the customer to cooperate**

1. The customer must support us and our staff to a reasonable, customary extent.
2. If the course takes place by agreement on the customer's premises and if special legal or operational safety regulations apply there, the customer must inform us of this before we provide our service.

#### **§ 13 Cancellation by the customer**

1. The customer can cancel the training contract up to two weeks before the start of the course at the latest.
2. As an exception to the above, the customer may only cancel a training contract for a training course in which the topics of the training course have been individually compiled or created specially for the customer, up to four weeks before the start of the training course. Decisive for the timeliness of the cancellation is our receipt of the notice of termination.
3. Notice of cancellation must be provided in writing or by email.
4. Partial cancellation is not possible.

#### **§ 14 Cancellation by the customer at short notice**

1. If - after expiry of the period of notice specified in § 13 No. 1 or, in the case of customised or individually compiled or created training courses (§ 13 No. 2), after expiry of the period of notice specified in § 13 No. 2 but before expiry of the penultimate working day before the start of the training course - the customer declares that none of the registered persons will participate in the training course, we will be entitled to 30% of the agreed remuneration.
2. In the event of a later cancellation we will be entitled to the full agreed remuneration.
3. Decisive for the time of the cancellation is our receipt of the notice

of cancellation.

4. Cancellation must be made in writing or by email.
5. In contrast to § 11 No. 1, in the event of cancellation by the customer, payment will be due when the cancellation is declared.
6. The fact that a course takes place but not all registered persons participate in the training, will not lead to a reduction in the course fee.

#### **§ 15 Cancellation by us**

1. We have the right to cancel the training contract at any time.
2. Instead of cancelling the contract, we may arrange an alternative date with the customer at our discretion.

#### **§ 16 Exclusion of participants**

1. We will have the right to exclude a participant from the training course if the participant violates one of the following provisions.
2. At our request, each participant must sign a declaration that he/she has read and understood the TEZ01 safety guidelines and instructions attached to these terms of service.
3. All participants must comply with the TEZ01 safety guidelines and instructions attached to these terms of service.
4. During the training course, each participant must follow the instructions of our staff who are responsible for organising and carrying out the course.
5. The lawful exclusion of a participant will not result in a reduction in the course fee.

#### **§ 17 Liability**

1. The customer can only demand compensation:
  - a) for damage resulting from
    - an intentional or grossly negligent breach of duty on our part or
    - an intentional or grossly negligent breach by one of our legal representatives, executives or vicarious agents
 in the case of obligations that are not essential to the contract (cardinal obligations).
  - b) for damage resulting from the intentional or negligent breach of essential contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executive employees or vicarious agents.

Essential contractual obligations (cardinal obligations) within the meaning of the above Subparagraphs No. 1. a and b. are obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer can normally rely.

2. In the event of a simple negligent breach of an essential contractual obligation, the amount of liability will be limited to the damage typically to be expected and foreseeable for us at the time of conclusion of the contract, provided that due care was exercised.
3. Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation will become statute-barred one year after the statutory limitation period begins. Excluded from this is damage in the case of injury to life, limb or health.

4. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, and from injury to life, limb or health are not affected by the above provisions of this § 17 and exist to the extent permitted by law within the statutory time limits.
5. If third parties are commissioned or involved in the initiation or settlement of the contractual relationship between the parties, the above-mentioned warranty and liability limitations will also apply to such third parties.

**§ 18 Miscellaneous provisions: Place of performance, place of jurisdiction, applicable law, data processing, severability clause**

1. If the customer is a business, a legal entity under public law or a special fund under public law or if the customer does not have a general place of jurisdiction in the Federal Republic of Germany or moves its place of jurisdiction abroad, the place of performance and exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationship will be Albstadt. As an exception to this, we are also entitled to assert claims against the customer at its general place of jurisdiction.

A business is any entity that is entered in the commercial register or runs a commercial business and requires a business operation that is set up in a commercial manner. The customer has its general place of jurisdiction abroad if its registered place of business is located abroad.

2. If any provision in these general terms and conditions or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements will not be affected.
3. The contractual and other legal relationships with our customers are governed by German law.

Annex: TEZ01 safety guidelines and instructions

**Valid from: June 2020**