

Training Conditions

General provisions

Contracts concerning training sessions are concluded on the basis of our terms and conditions for training, as set out below. They are applicable exclusively vis-à-vis companies and public authorities. By accepting our offer the Customer declares its acceptance of our Training Conditions. We expressly oppose any deviations from our Training Conditions; these shall not apply unless we have agreed to them in writing. Our Training Conditions shall also apply to future contracts concerning training sessions, even if no explicit reference is made to them. Where the requirement of the written form is provided for in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e.g. e-mail, telefax).

I. Subject matter of the contract

1. The subject matter of the contract is seminars, workshops, training sessions and similar events offered by us (hereinafter referred to as "training sessions"). The details of the respective training sessions can be found by referring to our training offer. Our training offers are without obligation.
2. The training sessions are conducted by qualified instructors to the best of their knowledge and belief and in compliance with the relevant state of the art. We do not provide any guarantee for any specific training success, but rather only for the provision of the service offered.
3. To be valid, any ancillary agreements or amendments must be made in writing.

II. Registration for training sessions and confirmation

1. The Customer is to register in writing at least three weeks before the start of the training session.
2. The Customer's registration represents its binding application for the conclusion of a corresponding training contract. The Customer's application will be accepted by a confirmation of participation or rejected by no later than one week before the start of the training session.

III. Invoicing and payment

1. Unless agreed otherwise, the training fee is payable immediately upon receipt of the invoice.
2. Invoices are issued as soon as we have completed everything required to fulfill the contract.
3. Payments shall not be regarded as having been received until the amounts involved become available to us.
4. The interest payable on arrears shall amount to 9 percentage points above the base interest rate. Lump-sum damages of €40.00 shall be payable for outstanding claims for payment. This sum will be credited towards the compensation owed where the loss is founded upon the costs of bringing legal action. We reserve the right to claim higher damages for arrears and default.
5. The Customer shall not be entitled to offset claims against outstanding amounts owed us, unless the Customer's claim for set-off is undisputed or final and non-appealable, or they originate from the same contract as our claim. The Customer may assert the right to withhold payment only for claims arising from the same contract.

IV. Cancellations of or changes to training sessions

1. Cancellation by the Customer must be effected in writing. We reserve the right to charge a cancellation fee.
2. We reserve the right to replace the instructor and to make changes to the training content, procedures or location, provided this does not impair the purpose of the training session.

The Customer shall not be entitled to rescind the contract or reduce the training fee as a result.

3. We reserve the right to postpone or cancel a training session at any time, provided this is necessary for important reasons (e.g. due to illness of the instructor). We also reserve the right to cancel a training session if the minimum participant number of eight persons is not reached by at least one week before the start of the training session. In these cases the Customer shall be informed immediately. The Customer shall not be entitled to assert any further claims resulting from this.

V. Intellectual property rights, confidentiality, data protection

1. Copyrights, intellectual property rights and other rights to the documents, descriptions drawn up by us and our proprietary know-how shall remain with us. The Customer shall refrain from any actions that are likely to impair our rights. The Customer shall take all necessary measures to ensure that third parties cannot infringe these rights.
2. The Customer must keep confidential all information (e.g. trade secrets, proprietary know-how) to which it may gain access during the execution of the contract. The Customer shall take all necessary measures to prevent any disclosure to or exploitation by third parties, unless expressly agreed otherwise. The foregoing provisions shall continue to apply in full force and effect after the termination of the contract.
3. By registering, the Customer agrees that the personal data provided in connection with the training session may be used to inform the Customer about other available training sessions. This consent can be withdrawn at any time.

VI. Warranty, liability

1. Unless provided for otherwise below, we shall assume no warranty or liability whatsoever, regardless of the legal grounds on which this may be founded.
2. This exclusion of warranty and liability shall not apply in cases of willful intent and gross negligence or the violation of a material contractual obligation. Moreover, it shall also not apply in the case of defects fraudulently concealed or whose absence was guaranteed, and in the case of negligent causation of harm to life, limb and health.
3. In the event that we should negligently breach any material contractual obligation, our liability shall be limited to the reasonably foreseeable loss.

VII. Miscellaneous provisions

1. The place of performance shall be the registered office of our company. This shall also be the exclusive place of jurisdiction for all disputes arising from the business relationship with the Customer, where the Customer is a merchant as defined by the German Commercial Code. However, we reserve the right to bring action against the Customer at the Customer's domicile.
2. The relations between the Customer and us shall be governed and interpreted exclusively in accordance with the laws of the Federal Republic of Germany.
3. The Customer agrees to be bound by our Business Code, which may be accessed on our website at: www.hydac.com→Company→Business Code.
4. If any of the above provisions should prove void or unenforceable, it shall not in any way or manner affect the validity or enforceability of any other provision hereof.