

## **Terms and conditions for in-house trainings of the Frieder Gamm Group GmbH (hereinafter: FGG)**

Order to conduct in-house trainings

With your written order of an in-house training you accept these terms and conditions of FGG.

Offer

The offers of FGG are non-binding and without obligation unless an offer acceptance deadline has been agreed upon. The offer including all terms, fees and date confirmations will be forfeited after the expiry of the offer acceptance deadline unless otherwise agreed. Acceptances, orders and bookings require the written form, as well as additions, amendments and supplementary agreements.

Order

For each in-house training you would like to book for your company please submit an official purchase order by fax, postal mail or email. Please ensure that your details are complete including a legally binding signature. The data submitted with your order will be electronically processed and stored in accordance with the Federal Data Protection Act.

Order confirmation

You will receive a written order confirmation that you need to return signed by fax, postal mail or email. We will send you all relevant information about the inhouse-training and if applicable provide material in preparation for the training by postal mail or email.

Services included

In the agreed fees, all costs for the necessary training materials are included. If special technical equipment is needed for the training an appropriate order must be placed with FGG immediately upon receipt of the order confirmation. The client shall otherwise provide all necessary technical equipment in regard to the training and number of participants. Unless otherwise stated in the offer expenses incurred by travel, accommodation, meals, transfer to and from the venue as well as other

supplementary work, agreed upon with the client in advance, will be charged separately by FGG.

#### Fees

All fees and prices of FGG are subject to VAT at the current rate, if invoice address is in Germany. The fees are valid at the time of the submittal of the offer.

#### Invoice

Payment of the training fee must be received within 30 days of the invoice date unless otherwise agreed.

#### Cancellation of the client

In case of cancellation up to four weeks prior to the start of the in-house training cancellation fees is free of charge.

With cancellation after this time the payment of the entire seminar price is due.

To comply with the above-mentioned period the receipt of a written notice of cancellation by postal mail or fax at FGG is relevant.

#### Trainer exchange

If a trainer needs to cancel due to illness or other unforeseen reasons on short notice FGG may, in order to avoid a cancellation of the event, exchange the trainer and/or alter the program flow of the training unless this is unreasonable.

#### Cancellation of events

If an event for reasons that FGG is not responsible for needs to be canceled, e.g. because of the cancellation of a trainer or for other reasons, the client will be notified promptly. The paid registration fee will be refunded immediately. Further claims are excluded unless they are based on intentional, grossly negligent behavior. Moreover, liability is limited to the typically foreseeable damage.

#### Exclusion from participation

FGG is entitled to exclude participants in special cases (e.g. late payments, no-show, annoying, xenophobic or otherwise discriminatory behavior) from further participation. A claim for refund of the registration fee, also partially, does not exist.

### Liability

FGG is not liable for accidents and damages, loss or theft of participants' items and vehicles. Incidentally, the legal provisions shall apply.