

## General Terms and Conditions for Seminars

### 1) Contracts

These general terms and conditions apply to seminars held by REETEC or mediated by REETEC. Any conditions of the entrepreneur/ participant contrary to or deviating from our terms and conditions are not recognised unless we have expressly agreed to their validity. Our terms and conditions also apply if we, in the knowledge of terms and conditions of the entrepreneur/ participant contrary to or deviating from our terms and conditions hold the seminar without any reservation. The term entrepreneur/ participant refers to the company to be registered and billed or to the person attending the seminar. The term entrepreneur/ participant also applies for the registration by private individuals.

### 2) Registration

The registration for seminars/ trainings and instructions must be made in writing by using our registration form and sending it by post, fax or email. The registrations for the seminars/ trainings/ instructions are entered and booked in the order of their arrival. After reception and booking you receive the registration confirmation in writing or by phone together with the invoice (invoice payment see point 3 and 13 in these general terms and conditions).

### 3) Prerequisites for participation

The participation in our in our seminars/ trainings/ instructions is possible for all people who have reached the age of 18. When registering for an advanced training seminar/ training/ instruction, the participant must provide proof of the participation in a corresponding basic seminar/ trainings/ instruction or of adequate professional qualification in this matter. The seminar fee must be paid before the start of the seminar by the company/ participant (see point 13. in these general terms and conditions).

### 4) Identification obligation

All seminars/ trainings/ instructions offered by us require the identification of the participant by means of valid and officially issued documents such as identity card or passport.

### 5) Teaching materials

For all seminars/ trainings/ instructions, we as the organiser create or procure the necessary teaching material for the participants. A reduction of the seminar fee by buying the teaching material oneself is not possible. Any reproduction, even partially of the teaching materials provided by us is generally prohibited. All training material and working documents are protected by copyright.

### 6) Speakers

REETEC commits itself to appoint only qualified speakers and trainers for the conduction of the seminars. The replacement of the speaker does not entitle the entrepreneur/ participant to withdraw from the contract nor to reduce the payment. REETEC commits itself on principle to appoint only qualified instructors for the respective topics to be trained.

## 7) Training room

REETEC commits itself to provide a suitable training room for the proper conduction of the trainings. The participants commit to handle with care materials, demonstration material and vehicles provided by REETEC that are located in our training rooms and on the premises. The registering company/ participant is liable for damage caused by the participant according to law.

## 8) Cancellation/ withdrawal by the company/ participant

A cancellation/ withdrawal by the company/ participant for a registered seminar/ training/ instruction can only be made in writing. In the event of cancellation/ withdrawal at the latest 2 weeks before the start, there is no fee to be paid by the company/ participant. In the event of cancellation/ withdrawal less than two weeks before, REETEC charges half of the seminar fee. In the event of cancellation/ withdrawal less than 3 days before, then the full fee will be charged. A postponement of the scheduled seminar to another date agreed by both parties is however possible. In the event of seminar cancellation/ withdrawal by a participant, a substitute person can be registered.

## 9) Cancellation by REETEC

REETEC reserves the right to cancel seminars/ trainings/ instructions if the minimum number of participants is not reached or in case that the speaker is unexpectedly unable to attend. A new date for the seminar will be set. Paid fees will be offset against the new seminar date. There is no claim for refund of the fees paid.

## 10) Completion/ Examination

In various seminars/ trainings/ instructions, tests or evaluations of success are carried out. Upon successful completion by the participant, he/she receives, depending on the seminar/ training/ instruction a training certificate or certificate of attendance.

## 11) Liability and warranty

REETEC, if applicable shall be liable for damages arising from injury to life, body or health in the event of intent or gross negligence. In cases of simple negligence REETEC's liability per case of damage is limited to what at the start of the contract are considered typical and foreseeable damages.

REETEC's liability for any damage caused by actions contrary to duty or omissions in relation to the conclusion, fulfilment and/ or the termination of the contract, REETEC's liability for property damage or personal injury is limited to what at the start of the contract are considered typical and foreseeable damages.

There is no liability for consequential damages, loss of data, loss of profit and return except in cases of intent or gross negligence.

All recommendations and prognoses within the scope of the order are made to the best of our knowledge and belief and based on the current state of knowledge. They do not exonerate the entrepreneur/ participant from controlling the information and services on its own responsibility for suitability for the intended use. The contractor grants no warranties for the content of such recommendations and prognoses.

Claims from warranty or for damage compensation against REETEC regardless of the legal grounds become time-barred in accordance with the legal regulations. In case of doubt, the time period begins with the completion of the order or upon completion of the seminar. REETEC excludes liability for loss, damage or theft of vehicles and objects brought along. REETEC assumes no liability for people, material or financial loss that occurs in the framework of the subsequent implementation of the acquired knowledge.

## 12) Data privacy

The entrepreneur/ participant agrees that their personal data used for the registration and creation of authorisations, identity cards, certificates is recorded in computerised form, processed and stored. REETEC commits itself to not forward the stored data to third parties for advertising purposes.

## 13) Invoicing/ Seminar fees

Due to the advance payment that has to be provided by REETEC for a seminar, after registration of the participant(s), the full seminar fees are invoiced. The seminar fee, as specified in the seminar registration form applies per participant. The seminar fees must be credited on the REETEC's business account at least 5 days before the start of the seminar. The organiser is entitled to not let the participants attend the seminar in the case of unpaid fees. In the case of seminar participation by several people, REETEC's special conditions confirmed in writing apply.

## 14) Place of jurisdiction/ Place of performance/ Applicable law

If the registering businessman is a legal person under public law or a special fund under public law, then the exclusive place of jurisdiction for all disputes arising from or in connection with contracts is Bremen. The same applies if the registering person does not have a general place of jurisdiction in Germany or he/ she after contract conclusion changes domicile or the habitual residence is not known at the time of the institution of legal proceedings. We reserve the right to sue the registering person at his/ her general place of jurisdiction.

Unless we have not explicitly agreed otherwise with the registering person, the place of performance for all services of the contract is Bremen.

The law of the Federal Republic of Germany shall apply.

## 15) Miscellaneous

Should individual provisions of the contract be or become invalid or void, the validity of the contract is not affected. The invalid or void provision shall be replaced by a provision that legally comes closest to the economic sense and purpose of the invalid or void provision. The above provision shall apply to regulatory gaps and loopholes. Should the invalid or void provision be General Terms and Conditions in the sense of § 305 of the BGB (German Civil Code) the terms and conditions, then in deviation to the above § 306 section 1 and 2 of the BGB apply.

**Bremen, 08-05-2019**

**REETEC GmbH**  
Regenerative Energie- und Elektrotechnik