

## GENERAL CONDITIONS

for training by HEKUMA GmbH  
within the Federal Republic of Germany

### 1. General information

**1.1** These terms and conditions shall apply to all training services provided by Hekuma GmbH ("us") to companies (Section 14 of the German Civil Code [BGB]) and legal entities under public law and special funds under public law.

**1.2** Other terms and conditions, regardless of whether they contradict or supplement these terms and conditions, shall not become part of the contract, even if we do not expressly contradict them. With the registration of one or more participants for a training course, the customer accepts these conditions.

**1.3** Changes to the content of the contract must be made in writing. This also applies to the waiver of the requirement of the written form.

### 2. Registration

**2.1** Registration of a participant occurs when the registration form is filled out in writing and sent in time by letter, fax, as a scanned copy by email or online via our website. Registration is binding. The contract is only concluded when we confirm participation in writing. We reserve the right to refuse the participation of the registered person without giving reasons. If we confirm participation in writing, the contract is only valid for the person named in the registration. In this respect, the customer is not entitled to assign the right to participate to a person other than the person registered, unless these conditions expressly provide otherwise.

**2.2** If a limited number of participants is planned for a training course, we will consider registrations in the order in which they are received and reserve the right to reject surplus registrations.

### 3. Scope of services

The binding registration entitles the registered participant to participate in the training course and to use any training documents issued within the scope of these terms and conditions.

### 4. Prices and terms of payment

**4.1** Our prices are taken either from the current price information or from the underlying offer. The statutory VAT is not included in our prices.

**4.2** Payments are to be made without deductions within fourteen (14) calendar days after the invoice date, but at the latest before the start of the training course.

Decisive for the timeliness and fulfilment of payment is the complete and unconditional receipt of payment in our account.

**4.3** The customer's right to withhold payments or to offset them against counterclaims shall only apply to the extent that they are undisputed or have been legally established.

### 5. Cancellation/Rescheduling of training courses

We reserve the right to cancel or reschedule events to another date if the minimum number of participants is not reached or for reasons for which we are not responsible (e.g. illness of the training personnel, force majeure etc.). In case of cancellation, the customer has the right to receive a full refund of any participation fee already paid. The same shall apply if the participant cannot attend the new date in the event of rescheduling, whereby the customer shall be obliged to notify us of this in writing no later than five (5) working days after notification of the new date. Further claims by the customer in connection with a cancellation or postponement of a date are excluded.

### 6. Cancellation, substitute participants

**6.1** The customer may cancel participation in the training course in writing to us at least thirty (30) calendar days prior to the training course without incurring any costs for the cancellation. If we receive notice of cancellation after this period and no later than twenty-one (21) calendar days prior to the training date, we will charge fifty percent (50%) of the participation fee. If we receive notice of cancellation after the aforementioned twenty-one (21) calendar days but seven (7) calendar days prior to the start of the training course, we will charge eighty percent (80%) of the participation fee. If we receive the cancellation less than seven (7) calendar days before the start of the training course, we will charge the full participation fee. In the event that a participant fails to appear without notice, we are also entitled to charge the full

participation fee. Irrespective of the time of cancellation or in the event of non-appearance, we shall be entitled to invoice all proven costs and expenses incurred by us.

**6.2** The customer is entitled to nominate, in writing, a substitute participant from his company (but not from affiliated companies within the meaning of Section 15 of the German Stock Corporation Act [AktG]) for the registered person up to one (1) working day before the start of the training course, if this person fulfils the same participation requirements as the person originally registered. The nomination must include the same data as for the originally registered person. We reserve the right to refuse the substitute participant.

### 7. Exclusion of liability

**7.1** We are not liable for the success of the training course. Our training contents and documents are revised at regular intervals with customary care. We assume no liability for their topicality, completeness and correctness.

**7.2** Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and unlawful acts, is limited in accordance with the provisions of this clause 7, insofar as fault is involved in each case.

**7.3** We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, unless it is a matter of a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item in due time, its freedom from defects of title and such material defects that impair its functionality or usability more than only insignificantly, as well as consulting, protection and care obligations that are intended to enable the customer to use the delivery item in accordance with the contract or to protect life and limb of the customer's personnel or to protect its property from substantial damage.

**7.4** Insofar as we are liable for damages on the merits pursuant to the above Section 7.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due diligence. Indirect damages and consequential damages resulting from defects of the delivery item are, furthermore, only eligible for compensation if such damages are typically to be expected when the delivery item is used for its intended purpose.

**7.5** The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

**7.6** The above limitations under this clause 7 do not apply to our liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act [Produkthaftungsgesetz].

### 8. Insurance

The customer is obliged to take out sufficient business liability insurance. Under this policy, the personnel sent by the customer to the training courses must be insured for the duration of their stay with us. The minimum amount of cover is EUR 2.5 million per personal injury and property damage or EUR 100,000 per financial loss. The customer must ensure that this insurance cover includes all legal claims for damages under private law. Upon request, proof of this insurance cover must be provided to us with a corresponding insurance certificate. The existence of insurance cover does not limit and/or extend our exclusion of liability in clause 7.

### 9. Retention of title, confidentiality and copyrights

**9.1** We reserve the title of ownership of the training documents until the participation fee has been paid in full.

**9.2** All training documents handed over to the participants within the scope of a training course (whether in text form, written form, acoustic or visual form) shall be used exclusively for the purpose of the contract, shall be treated in strict confidence and may only be passed on to third parties with our express written prior consent. This obligation exists for a period of ten (10) years from the date of the training course.

**9.3** The training documents handed over to the participants within the scope of a training course (whether in text form, written form, acoustic or visual form) are protected by copyright. We reserve all copyrights, in particular the rights to copy, distribute, edit, translate and publicly reproduce the training documents in whole or in part. The participants are prohibited from making recordings of the training course, especially audio or video recordings.

#### **10. Data storage**

We store and process the data received in connection with our training courses within the scope of admissibility according to the Federal Data Protection Act [Bundesdatenschutzgesetz].

#### **11. Occupational health and safety requirements**

**11.1** For events in our workshop, each participant is obliged to bring safety shoes and work clothes himself.

**11.2** Participants may only move around and/or stay on our factory premises, outside the training area and in our production facilities if accompanied by one of our employees. When entering our premises, our internal regulations on occupational health and safety must be observed in addition to the legal requirements, and the instructions given by our staff must be followed. If our production facilities are to be entered, a safety briefing is given beforehand, which the participants must also follow.

**11.3** If the training course does not take place on our factory premises, the occupational health and safety regulations applicable in the respective location must be observed.

#### **12. Applicable law, place of jurisdiction**

**12.1** German law shall apply to these terms and conditions and to all contracts concluded under them.

**12.2** If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between us and the customer shall, at our discretion, be the court responsible for our registered office or the court responsible for the customer's registered office. In these cases, however, the exclusive place of jurisdiction for legal action against us is the court responsible for our registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.