

1. Application

All workshops, courses, certificates, webinars or trainings according to our catalogue and/or individual agreements in this regard (hereinafter referred to as "Trainings") of Sprecher Automation GmbH and its affiliated companies (hereinafter referred to as "Sprecher Automation") shall exclusively be governed by this General Terms and Conditions for Training. Deviating conditions of the contractual partner/purchaser (hereinafter referred to as "Customer") shall only apply after express prior written consent of Sprecher Automation.

2. Scope of Services

Unless otherwise agreed, the scope of services includes the execution of the Training at the agreed location (alternatively access to the e-learning platform), the provision of the training documentation and the issuing of a participation confirmation, if the requirements are met. If the agreed training location is outside the premises of Sprecher Automation and it doesn't involve e-learning, then any costs for room rental, technical equipment, catering for the participants, accommodation costs and the trainer's travel expenses to and from the training location are not included and shall be borne by the Customer. The description of the contents of the Training meets the standard of Sprecher Automation as per date of issuance of the catalogue. Sprecher Automation expressly reserves the right to modify respectively adapt the contents during the Training to meet the technical progress. The scope of services for individual Trainings shall be agreed separately. The participant is entitled to get a participation confirmation, if he/she attended the Training more than 80% of the time. The Customer undertakes to use the scope of services solely for the Customer's purposes and not for third parties, unless otherwise agreed in writing.

3. Registration, Enrolment, Use, Data Protection

The registration of the Customer for the Training shall be done in writing by using the registration form on the website <https://www.sprecher-automation.com/en/training/> and is binding. After registration and according availability of the Training the Customer (participant) gets a registration confirmation of the agreed Training, including date and price of the Training. In order to take part in the Training, each participant must register on the e-learning platform of Sprecher Automation and enrol for the respective Training (<https://tc.sprecher-automation.com/users/>). Sprecher Automation ensures compliance with the applicable data protection regulations. Information about data protection is available at <https://www.sprecher-automation.com/en/gdpr/>. When using the e-learning platform, the Customer (participant) shall be aware that third party software is used and shall comply with the existing license-, product-usage- or other terms and conditions of third parties as well as of Sprecher Automation.

4. Prices, Terms of Payment

The prices for Trainings are quoted in the catalogue respectively shall be agreed separately in case of individual Trainings. Residence-, accommodation- and travel expenses of the participants shall be borne by the Customer. The prices are quoted in Euro, excluding Austrian VAT, excluding any duties, taxes, fees etc. outside of Austria and are subject to changes. After registration the Customer receives an invoice, which shall be paid within 30 calendar days from date of invoice, net, free of costs and without any deductions, however, latest at the start of the Training.

5. Cancellation

The Customer is entitled to nominate substitute participants before the start of the Training, as far as Sprecher Automation doesn't have any reasonable objections. For agreed, but not attended Trainings Sprecher Automation shall invoice as follows: a written cancellation to trainingcenter@sprecher-automation.com up to 28 calendar days before the start of the Training is free of charge; up to 14 calendar days before the start of the Training 50% of the price shall be remunerated; and in case of a shorter cancellation period or non-participation, the full price of the Training shall be paid. Decisive for

calculating the payment period shall be the date of receipt of written cancellation at Sprecher Automation.

6. Right for Modifications

Sprecher Automation reserves the right to change the place and/or time of announced respectively agreed Trainings, to cancel the Training for objective and legitimate reasons (e.g. not enough / too many participants, illness of the trainer, national or international regulations, embargo, sanctions, force majeure or other obstacles not caused by or within the responsibility of Sprecher Automation, e.g. events in connection with the spread of the "Coronavirus" or other infectious diseases/pandemics.), to hold a webinar or to exchange the trainer. In case of complete cancellation already paid amounts will be refunded. In case of changes of place and/or time the Customer shall be entitled to cancel the registration in writing within 3 calendar days after receipt of notification free of charge, otherwise the participation shall be deemed to be agreed according to the amended conditions. The Customer waives its right to claim any futile expenses (e.g. travel or accommodation costs) or other claims for damages or reimbursement of expenses.

7. Safety Instructions

The Customer (participant) shall be obliged to strictly comply with the applicable safety and accident prevention rules as well as organization regulations and instructions, especially access regulations, valid at Sprecher Automation's premises, as well as at places of third parties, if the Training takes place there. Data devices of the Customer (participant) or third parties may not be used or installed on Sprecher Automation's computers/systems. If the Customer's computers or systems are used during the Training, it is the Customer's responsibility to take precautions against technical system risks.

8. Warranty, Liability

Technical information provided by Sprecher Automation during the Training, in the training documentation as well as in other publications shall be provided by Sprecher Automation in all conscience. Sprecher Automation does not warrant that this information is always accurate. Sprecher Automation shall be liable for damages within the scope of the Austrian Product Liability Act ("Produkthaftungsgesetz"), for damages due to proven intent as well as for personal injuries within the limits of statutory provisions. Liability due to ordinary negligence is excluded in any case, liability due to gross negligence is limited to a maximum of the net amount of the price of the Training. In case of negligence the reimbursement of consequential damages, loss of production, indirect damages, pure economic damages, loss of savings or profit or interest, financing costs, loss of energy or information/data and damage resulting from third-party claims against the Customer is excluded, as is liability for the success of the Training. Further claims for damages, irrespectively of the legal ground shall be excluded. As far as Trainings take place on Customer's premises Sprecher Automation shall not be liable towards the Customer in case of accidents and loss or damage of property of the Customer (participant), unless the damage was caused by Sprecher Automation intentionally.

9. Copyright, Intellectual Property Rights, Secrecy

In connection with the fulfilment of the contract, the Customer doesn't acquire any copyright or other rights of use, commercial property rights or legal positions similar to intellectual property rights. Any and all documentation/publication provided by Sprecher Automation constitutes the intellectual property or know-how of Sprecher Automation and/or third parties. Copying and transfer as well as any other usage shall not be permitted without the express prior written consent of Sprecher Automation. Software provided or used by Sprecher Automation for purposes of the Training shall not be removed and shall not be copied totally or partially or used or utilized otherwise in a not authorized way. Picture recording and/or sound recording during the Training shall be forbidden as well as any disclosure of any information to third parties, during or after the Training, which were made available in connection with the scope of services. The Customer shall be liable for any kind of infringements.

10. Other Provisions

The Customer as well as the participant acknowledge that certificates, acquired in the course of a Training, are exclusively application-oriented confirmations of Sprecher Automation. The requirement of written form in the sense of these conditions is granted in any text form (letter, e-mail, fax, etc.), unless stricter formal requirements are required by law or agreement (e.g. authorised signature, signature on the original, notarial act, etc.). If individual provisions of these General Terms and Conditions for Training and/or the contracts concluded hereunder are or become ineffective and/or unenforceable in whole or in part, all other provisions shall remain unaffected and effective. An ineffective or unenforceable provision should be deemed to be replaced by the provision that comes closest to the intended content and purpose. The same shall apply accordingly to gaps.

11. Place of Jurisdiction, Applicable Law

Place of jurisdiction for all disputes, arising out of or in connection with the Training shall be settled exclusively by the court in charge in Linz/Austria. Sprecher Automation shall be entitled, on its own choice, to sue the Customer at any other court, which can be applicable according national or international law. All legal transactions, especially contracts concluded under these General Terms and Conditions for Training, shall exclusively be subject to Austrian Law. The conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby expressly excluded.

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