

## 1. Application

All Trainings (trainings according catalogue and individual agreed trainings) of Sprecher Automation GmbH or an affiliated company of Sprecher (Sprecher) shall exclusively be governed by this General Terms and Condition for Training. Deviating conditions from the customer shall apply only if expressly confirmed by Sprecher in writing.

## 2. Scope

The scope of services for Trainings covers the execution of the training on the agreed place, the provision of the training documentation and a confirmation certificate. The description of the contents of the Trainings meets the standard of Sprecher as per date of issuance of the catalogue. Sprecher explicitly 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 entitlement to get a confirmation certificate is bound on the condition that the customer (participant) took part in the Training more than 80% of the time. The customer shall grant that the scope of services shall be used solely for customer's purposes and shall not be used for third parties, unless otherwise agreed in writing.

## 3. Registration, Data Processing

Registration shall be done in writing, by using the registration form on the website <https://www.sprecher-automation.com/en/training/>. After registration and according availability the customer (participant) gets a confirmation of participation of the agreed Training, date and price. The customer gives his consent that the personal data of the participants mentioned in the registration form shall be processed and saved in Sprecher's electronic data processing system.

## 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 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 on start date of the Training.

## 5. Cancellation

The customer is entitled to nominate a substitute of the participant before start date of the Training, as far as Sprecher won't have any reasonable objects. For agreed, but not attended Trainings Sprecher shall invoice as follows: a cancellation in writing up to 28 calendar days before start date of the Training is free of charge, up to 14 calendar days before start date of the Training 50 % of the price, and in case of a shorter cancellation period or non-participation, the full price of the Training shall be payable immediately. Relevant for calculating the payment period shall be the date of receipt of written cancellation at Sprecher, latest the start date of Training.

## 6. Right for Modifications

Sprecher reserves the right to change the place and/or time of announced respectively agreed Trainings or 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 etc.) or to nominate a trainer substitute. In case of complete cancellation already paid amounts will be refunded. In case of changes in place and/or the time the customer shall be entitled to cancel the registration in writing within 3 calendar days after information of modification free of charge, otherwise the participation shall deemed to be agreed according the amended conditions. The customer waives its right to claim any compensations or entitlements.

## 7. Safety Instructions

The customer (participant) shall be obliged to strictly adhere to the safety and accident prevention rules as well as organization regulations and instructions, especially entrance regulations, valid at Sprecher's premises, as well as valid on places of third parties in case the Training takes place on another place than Sprecher's premises.

## 8. Liability

Technical information provided by Sprecher during the Training, given in the training documentation as well as in other publications shall be provided by Sprecher in all conscience. Sprecher shall not grant that any and all information is completely accurate at every time. Sprecher shall be liable for damages caused to the customer in the course of the Training, to the extent covered under Sprecher's business liability insurance, up to the net amount of the Training price. Sprecher shall be liable only for damages caused by intentional acts or acts of gross negligence. Sprecher shall not be liable for damages due to acts of ordinary negligence nor for consequential damages, purely pecuniary losses, lost profit and damage resulting from third party claims against the customer nor for a training success. In case of damage of a data media material from the customer the duty of replacement shall not include replacement of lost datas. Further claims for damages, irrespectively of the legal ground shall be excluded. As far as Trainings take place on customer's premises Sprecher 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 intentionally.

## 9. Copyright, Intellectual Property Right, Secrecy

Any and all documentation/publication provided by Sprecher constitutes the intellectual property rights or deserving know-how of Sprecher or third parties. Copying and transfer of such rights and know-how as well as any other usage shall not be permitted without an explicit written consent from Sprecher in advance. Software provided or used by Sprecher for Training purposes shall not be removed and shall not be copied totally or partially or used otherwise in 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 the term and after termination of 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

If individual provisions are or become ineffective and/or unenforceable, totally or partly, they shall be deemed to be replaced by a provision which comes as close as possible to the economic purpose intended and the effectiveness and enforceability of the remaining provisions shall not be affected thereby. The same shall apply to gaps.

## 11. Applicable Law, Place of Jurisdiction

Place of jurisdiction for customers, 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 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 this General Terms and Conditions for Training, shall exclusively be subject to Austrian Law, the conflict of laws rules shall be expressly excluded, especially the rules of private international law, as far as they refer to the application of foreign law. If the Austrian Law provides, in case of foreign contact, the application of special international rules, applicable also in Austria – e.g. the UN Sales Law (CISG) – they shall be expressly excluded.

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