

General Conditions for Training and Seminars

Version dated 05-May-2011

I. General

1.1 Applicability

Our services are governed exclusively by these General Conditions. Any terms and conditions differing from those specified herein - including such terms and conditions of the customer - will be binding on us only if we expressly accept them in writing.

1.2 Postponement/Cancellation

We reserve the right to postpone or cancel any of the training or seminars offered, if it fails to attract sufficient interest, if the minimum number of participants is not attained, if the lecturer is not available due to unforeseen circumstances or if any other compelling reasons beyond our control so justify. This applies also after confirmation of registration is given. In such a case the participants concerned will be notified without delay and will be offered an alternative if possible.

1.3 Force Majeure

If the holding of a seminar becomes impossible by force majeure, any remedies against us are excluded.

1.4 Certificate of Attendance

Subject to regular attendance, the participants will be delivered certificates at the end of the seminar.

1.5 Qualifications

If a participant does not meet the specified qualifications for attending the according seminar it may be difficult or even impossible for this participant to reach the targets of such seminar.

1.6 Updates / Variations

We reserve the right to adapt the contents of seminars in favor of the latest state of technology without prior notice. Thereby deviations from the description/announced topics may occur in some cases.

1.7 Data Privacy Protection

The participant declares that he / she accepts processing of his / her data, insofar as within the scope of the intended purpose of the contract.

1.8 Insurance

In case a participant falls ill at Darmstadt, we shall bear the cost for first aid if the insurance of the participant does not cover those cost. All other cost including transportation are excluded and have to be borne by the customer.

II. Exclusion of Liability

The technical information conveyed during the training or contained in the seminar documentation is prepared with great care and to the best of our knowledge and belief. Should an error occur none the less either in the instruction, written or oral, imparted during the training or in the material distributed to the participants, we assume no liability for such error. We neither assume any liability for damage nor indirect losses or damages. Liability shall not be excluded, however, if the aforementioned is done with intent or in cases of gross negligence when liability is imperative.

III. Copyrights

Neither a document delivered in the seminar nor its contents may be reproduced, exploited or transmitted to third parties in whole or in part in any form or stored in any retrieval system for purposes not permitted. Software made available during a seminar for training purposes must not be moved, copied neither in whole nor in part nor taken in any other form that is not permitted. Any violation obliges the violator for compensation by liquidated damage.

IV. Safety Regulations

The participants are obliged to observe all safety regulations and accident prevention rules applicable in our facilities as well as all other regulations therein, in particular access regulations / limitations.

V. Other

Otherwise the "Schenck General Terms and Conditions of delivery and installation" in the most current version at the time of the conclusion of contract shall apply exclusively.

SCHENCK RoTec GmbH
Darmstadt