

# GENERAL TERMS AND CONDITIONS OF BUSINESS FOR TRAINING COURSES AND PROFESSIONAL DEVELOPMENT

## INFORMATION ABOUT CANCELLATION RIGHT OF CANCELLATION

As consumer, you have the right to cancel the contract in writing within 14 days without having to give any reasons for cancellation. Electronic data transfer is sufficient to meet this form e.g. by e-mail or fax. The cooling-off period starts as soon as you receive this advice in text form, but not prior to conclusion of the contract and also not prior to our fulfilment of the obligations to provide you with information in accordance – with article 246 EGBGB (Introductory Act to the German Civil Code). The cancellation period is deemed to have been met if the notice of cancellation is sent in good time. Notice of cancellation must be addressed to the respective SGS entity which can be found in the registration confirmation:

**SGS Germany GmbH**  
**SGS Academy**  
 Rödingsmarkt 16  
 20459 Hamburg  
[de.academy@sgs.com](mailto:de.academy@sgs.com)  
 f +49 40 30101 - 951

or

**SGS-TÜV Saar GmbH**  
 Hofmannstraße 50  
 81379 München  
 f +49 89 787 475217  
[fs.training@sgs.com](mailto:fs.training@sgs.com)

or

**SGS Institut Fresenius GmbH**  
 Abteilung Environmental, Health and Safety – Sales Back Office  
 Im Maisel 14  
 65232 Taunusstein  
 f +49 800 2225777  
[sbo@sgs.com](mailto:sbo@sgs.com)

(hereinafter referred to as “SGS Entity” or “SGS Entities”)

### Please note:

**Your cancellation right expires earlier if the contract has been performed in its entirety at your express request before you have exercised your cancellation right.**

**Your SGS Entities**

## 1. SCOPE OF CONTRACT

- 1.1 These General Terms and Conditions of Business („GTCB“) apply to all training courses and professional development, exam courses („Seminar“ or „Seminars“) as well as the associated teaching materials and add-on modules such as „e-learning“, which the Customer commissions from or contracts with the respective SGS Entity to deliver.
- 1.2 By awarding the contract to the SGS Entities these GTCB are deemed to have been accepted unless the Customer expressly objects to their validity when awarding the contract. From the time that they come into force, changes to the GTCB also become an integral part of current contracts if the Customer, despite his special attention having being brought to his right of objection, fails to object to the change within one month of notification.
- 1.3 The Customer's general terms and conditions of business do not have any legal effect.

## 2. REGISTRATION AND CUSTOMER ORDER

- 2.1 The registration and/or Customer order must be effected either in writing by post, fax or online [www.sgsgroup.de/training](http://www.sgsgroup.de/training) or under the above-mentioned e-mail addresses. Registration or placing of an order constitutes the Customer's binding contractual offer to attend the Seminar and/or intention to book the Seminar that has been ordered. After verification, the Customer receives written or electronic confirmation of registration, resulting in formation of the contract. Execution of the order is also deemed to be acceptance of the contract.
- 2.2 Student places are always limited; they are allocated in the order of registration.

- 2.3 The Customer is required to check, on receipt, that all details of the order confirmation are correct. If the details are at variance with the Customer's order, the Customer is required to object to the contents of the confirmation of order within seven days of receiving the confirmation by contacting the respective SGS Entity in writing.

## 3. ATTENDANCE FEES AND PRICES

- 3.1 All attendance fees and prices quoted by the respective SGS Entity are net prices and subject to the statutory rate of value-added tax.
- 3.2 The Seminar costs cover the attendance fee, working documents, certificates of attendance and catering during the day.
- 3.3 Additional exam fees as well as costs for issuing certificates, e.g. by the IRCA („International Register of Certificated Auditors“) will apply to some exam courses.

## 4. HOTEL COSTS

The Customer is responsible for accommodation costs and meals outside Seminar hours. Many hotels offer special rates for those attending SGS Entity Seminars. However, the respective SGS Entity does not guarantee the availability of hotel rooms.

## 5. INVOICING

- 5.1 The invoice is issued before the start of the relevant event, or, for combined bookings, before the start of the first event.
- 5.2 Unless otherwise stipulated in the invoice, payment of the net amount must be made to the respective SGS Entity within 14 days of receipt of the invoice.

## 6. RUNNING OF COURSES AND CANCELLATIONS

- 6.1 Seminars do not run until the minimum number of participants has been reached.

6.2 The respective SGS Entity is entitled to cancel a Seminar for financial or organizational reasons. The respective SGS Entity also reserves the right to change lecturers and locations as well as dates, and to make changes to the running of the programme. The Customer will always be informed in good time of any changes that are made. Any claims by the Customer in relation to the measures set out in this clause are excluded.

6.3 Furthermore the Customer does not have any claim to compensation for a day of the Seminar missed by the Customer or his participants.

## 7. CANCELLATIONS

7.1 Cancellations of Seminar attendance must be made in writing. Electronic data transfer is sufficient to meet this form e.g. by fax or e-mail.

7.2 The Customer may cancel attendance at a Seminar free of charge provided that the respective SGS Entity receives notice of cancellation at least four (4) weeks prior to the start of the Seminar. Cancellations received by the respective SGS Entity less than four (4) weeks, but at least two (2) weeks prior to the start of the Seminar, will incur a cancellation charge of 30 % of the attendance fee. For cancellations received by the respective SGS Entity less than two (2) weeks prior to the start of the Seminar, the full attendance fee will be charged.

7.3 The start date of all events covered by a combined booking is deemed to be the start date of the first event. Once the cancellation period has expired before the start of the first event the subsequent events of the combined booking can no longer be cancelled either. A combined booking is the booking of several mutually independent training courses benefitting from the applicable price reductions.

7.4 If the Customer has received a discount from the respective SGS Entity, that particular discount will apply only to performance of the contract. In the event that the Customer cancels a Seminar, the cancellation fees will be based on the full Seminar fee.

## 8. CHANGES TO BOOKINGS

If the Customer wishes to change a booking, notice of this must be given in writing (by fax or e-mail is sufficient). However, changes to bookings are dependent on the individual case and therefore only possible as a goodwill gesture on the part of the respective SGS Entity.

## 9. IN-HOUSE TRAINING

9.1 If the Customer would like to postpone the date of an in-house training course (i.e. a Seminar run on the Customer's premises), this can be done free of charge provided that the respective SGS Entity receives the appropriate written notification (by fax or e-mail is sufficient) at least four (4) weeks prior to the originally scheduled start of the Seminar. However, the date can only be postponed once by a maximum of three (3) months. The respective SGS Entity will propose several optional dates to the Customer, taking any period for the courses preferred by the Customer into account, and the Customer will be required to make a binding booking for one of these dates.

9.2 If nonetheless the Customer fails to make a booking for one of the proposed dates, the respective SGS Entity reserves the right to charge the full price for the in-house training course.

9.3 The Customer is required to provide certain assistance (details of participants, details of location etc.). If the Customer negligently fails to do so, the respective SGS Entity is entitled to cover the damage incurred in the form of additional expenditure.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Customer receives extensive documents in connection with the Seminars. All rights to these documents or parts therefore remain with the respective SGS Entity or the relevant author. The documents must not be copied or published without the prior written permission of the respective SGS Entity.

## 11. LIABILITY

11.1 If a Seminar is cancelled because there are too few participants or for reasons for which the respective SGS Entity is responsible, any attendance fees already paid will be refunded. If the Customer has booked several Seminars, the fees for a partial cancellation will be refunded pro rata, based on the total price. All further claims are excluded.

11.2 Except for material obligations arising from the contractual relationship, the respective SGS Entity only accepts liability for itself and its vicarious agents for damage proven to be due to wilful or grossly negligent breach of duty within the context of the contractual relationship or for damage that is still deemed to be typical and foreseeable. Liability is limited to ten times the seminar fee, but not exceeding € 10,000 per claim and calendar year.

No liability is accepted if the Seminar start is delayed or cancelled in its entirety due to force majeure. The respective SGS Entity does not accept any liability for consequential damage arising from any possible incorrect and/or incomplete contents of the lectures and/or Seminar documents.

11.3 The limitation period for compensation claims arising from breaches of duty and for claims arising from a defect, i.e. claims for supplementary performance, self-remedy along with reimbursement for necessary expenditure incurred and for compensation or reimbursement for futile expenditure, is 12 months from the statutory commencement of the limitation period. This does not apply to liability in the event of criminal intent, fraudulent concealment of a defect or absence of a guaranteed property.

11.4 The respective SGS Entity does not accept liability for the loss or theft of items that the Customer or his employees have brought to Seminars.

## 12. DATA PROTECTION

The data relating to the Customer or the participants are processed electronically and only utilised for internal purposes at SGS as regards the contractual fulfillment.

## 13. GENERAL PROVISIONS

- 13.1 The claims of the respective SGS Entity can be offset or a right of retention exercised only if the Customer's counterclaim is undisputed or has legal force.
- 13.2 To be effective, unless otherwise agreed in the relevant contract, deviations from these GTCB as well as changes and additions to a contract concluded between the Customer and SGS require an agreement in written form. Electronic data transfer is sufficient to meet this form e.g. by e-mail or by fax. Oral side agreements only become binding if confirmed by the respective SGS Entity in writing. This also applies to any changes to these GTCB.

- 13.3 Certificates of attendance as well as Certificates of attendance including a successfully completed knowledge test ("Certificates") may not be altered by the Customer.
- 13.4 The legal venue, in so far as permitted by law, is Hamburg. Notwithstanding the above, the respective SGS Entity is entitled to institute legal proceedings at the place of the Customer's registered office.
- 13.5 The legal relationship between the respective SGS Entity and the Customer is subject to the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods and the provisions under German law on the conflict of laws.

- 13.6 In the event of individual provisions of these GTCB being invalid in whole or in part, the remaining provisions will remain effective.