

## **General conditions of participation for seminars and training courses of SAF-HOLLAND GmbH**

The following conditions of participation shall apply exclusively to training courses and seminars (hereinafter referred to simply as “training courses”) of SAF-HOLLAND GmbH, namely SAF-HOLLAND Academy, and not to its affiliated companies.

Any deviating or supplementary provisions in the participant’s General Terms and Conditions shall not be valid.

### **1. Scope of services**

SAF-HOLLAND GmbH offers both classroom-based and online training. The corresponding offer and further information are listed on the SAF-HOLLAND GmbH website. Unless expressly otherwise agreed, the listed offer prices are subject to VAT at the applicable tax rate. The costs for the participant’s accommodation, travel and meals are not included in the participation fees.

### **2. Registration / Conclusion of contract**

All training courses can be booked by email or via the online form on the SAF-HOLLAND GmbH website. The contract shall not be deemed concluded until SAF-HOLLAND GmbH confirms the registration.

### **3. Withdrawal by the participant**

Cancellations can be submitted free of charge by email up to two weeks before the start of training. In the event of a cancellation after this deadline, or in the event of non-appearance the agreed participation fee shall become due in full.

Rebooking’s shall be treated as cancellations.

### **4. Cancellation by SAF-HOLLAND GmbH**

SAF-HOLLAND GmbH reserves the right to cancel (or postpone) training courses for organizational or technical reasons. As a rule, SAF-HOLLAND GmbH will try to propose an alternative date to the participant. The participant must resubmit their consent to this alternative date; otherwise, the participation fees will not be charged to the participant or will be refunded in full. Other claims for travel and accommodation costs, cannot be asserted.

## 5. Payment, default and off-setting

Unless the invoice contains a different payment deadline, the participation fee shall be due within 10 days of receipt of the invoice. Participation in a SAF-HOLLAND GmbH training course for only part of the time does not entitle the participant to a reduction in the participation fee.

An instance of default shall take effect after the expiry of the designated payment period and shall be calculated based on the legally applicable percentage rate.

Off-setting by the participant against any claim of SAF-HOLLAND GmbH arising from this contract shall only be possible insofar as the counterclaim is undisputed or has been established in a court of law. Apart from that, any off setting shall be inadmissible.

## 6. Training documents

The training documents provided by SAF-HOLLAND GmbH are protected by copyright and contain texts and drawings which may not be reproduced, distributed or used in any other way – either in whole or in part – without express permission. They are only intended as a guide for the proper operation and performance of maintenance and repairs.

The current versions of the operating, maintenance and repair instructions must be downloaded in full by the participant or user from the SAF-HOLLAND GmbH website.

The resulting risk attributable to the use (or application) of these training documents, as well as any operating, maintenance and repair instructions, shall be borne by the participant or the user, respectively.

## 7. Liability

SAF-HOLLAND GmbH shall not be liable for slightly negligent breaches of duty, even if these are based on breaches of duty by its legal representatives or vicarious agents. This shall not apply to liability for damages arising from injury to life, limb or health, which are based on a slightly negligent breach of duty by SAF-HOLLAND GmbH, its legal representatives or vicarious agents. Furthermore, this shall also not apply to liability for damages from such slightly negligent breaches of duty by SAF-HOLLAND GmbH, its legal representatives or vicarious agents that relate to the “cardinal obligations” arising from this contract.

In particular, SAF-HOLLAND GmbH shall not be liable for the completeness and comprehensiveness of the documents provided in the training.

## 8. Data protection

Any personal data provided to SAF-HOLLAND GmbH shall be processed by machine for the purpose of managing the training booking and providing information on further training events. The names of the participants shall be listed and, if necessary, made available to the other training participants. If this data processing is not desired, this must be expressed unequivocally to SAF-HOLLAND GmbH before the start of training. If no information about further training is desired, this can also be indicated to SAF-HOLLAND GmbH.

## 9. Personality rights

SAF-HOLLAND GmbH reserves the right to take pictures during the training, which may be used and published by SAF-HOLLAND GmbH for advertising purposes. If the participant does not agree to the creation and use of the pictures, the participant must inform SAF-HOLLAND GmbH of this before the start of the training. Otherwise, no claims for damages (or any other claims) shall exist later due to the use of the pictures by SAF-HOLLAND GmbH.

## 10. Final provisions

The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all legal disputes arising from the contractual relationship, as well as for dunning proceedings, shall be the registered office of SAF-HOLLAND GmbH.

Should any provision of these Terms and Conditions of Participation be (or become) invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obligated to replace the invalid provision with a provision which comes as close as possible thereto in terms of the original and underlying intention.

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