

## GENERAL TERMS AND CONDITIONS (GTC)

### 1. SCOPE

The following General Terms and Conditions of Business of proProduktmanagement GmbH apply to all contracts for training courses between proProduktmanagement GmbH and the customer and all associated legal transactions. They shall also apply, insofar as their purpose and purpose correspond, to obligations between the parties arising from the commencement of contractual negotiations or similar business contacts within the meaning of § 311 para. 2 BGB (German Civil Code).

Deviating general terms and conditions of the customer only become part of the contract if they are expressly confirmed by proProduktmanagement GmbH in text form.

### 2. FRAMEWORK CONDITIONS

These General Terms and Conditions shall apply as the general conditions of all current and future business relations with proProduktmanagement GmbH, even if their inclusion is not expressly agreed again. With the validity of these AGB in the valid form in each case also for future contracts with the proProduktmanagement GmbH the customer explains himself expressly in agreement.

### 3. CONCEPTUALITIES

Within the framework of the General Terms and Conditions, the following terms shall apply, which serve to specify the terms:

**Registration:** Registration means the binding submission of an offer to conclude a contract with proProduktmanagement GmbH.

**Course fees:** Course fees include all services offered within the scope of the respective course description, unless these are expressly described as extra services to be paid separately.

**Course material:** All documents, materials, data and information provided by proProduktmanagement GmbH or its employees during the course are summarized under the term course material.

**Course:** The course is understood as the respective service offered by the company proProduktmanagement GmbH under more precise course designations and offered as training. The different service offers can be taken from the relevant information media of the company proProduktmanagement GmbH.

**Information media:** The internet presence (website), flyers, brochures and all other information carriers of proProduktmanagement GmbH are to be understood as information media.

**Training contract:** The concluded or intended legal relationship between the parties within the framework of which access to the services of proProduktmanagement GmbH is granted within the framework of the General Terms and Conditions of Business.

**Seminar participant:** The contractual partner (customer) who intends to receive services from proProduktmanagement GmbH in accordance with the General Terms and Conditions by way of registration.

**Supplier:** proProduktmanagement GmbH, Deutschherrnstrasse 6, 90429 Nuremberg, Germany

### 4. SERVICES - COURSES

- 4.1. All services offered by the provider in their respective manifestation are only provided within the framework of the General Terms and Conditions described below. The provider reserves the right to make relevant changes and additions to courses without prior notice.
- 4.2. The provider's courses are offered in the form specified by the provider's information media. The seminar participant is responsible for the existence of any prior knowledge required for the course to be attended.

- 4.3. Information beyond the provider's information media as well as detailed course descriptions etc. will be made available on request.
- 4.4. The provider is entitled at any time and without prior notice to change the nature and structure of the information media, insofar as this appears relevant from the provider's point of view.
- 4.5. The provider is entitled without prior notice to change the type and structure of the courses as well as the chronological sequence of course units and exams, provided that this is necessary for the purpose or by law and does not have a lasting negative effect on the quality of the service to be provided or the qualification to be achieved after participation in the course.

### 5. REGISTRATION & TERMS OF PAYMENT

- 5.1. The registration for a course offered by the provider by the seminar participant must be addressed to the company in writing. With the registration the seminar participant acknowledges the general trading conditions of the proProduktmanagement GmbH. Participation in the course is binding and the intended training contract is deemed to have been concluded if the company does not issue a written declaration of rejection within 14 days. As proof of the conclusion of the training contract, the seminar participant will receive a written confirmation from the provider.
- 5.2. If no mutual agreement regarding a special agreement or loan negotiation has been reached between the provider and the course participant, the full payment must be made by the course participant prior to course registration.
- 5.3. The seminar participant is not entitled to participate in the course until the payment has been received in accordance with point 5.2. Similarly, the provider is not obliged to reserve a course place for the seminar participant until payment has been received.
- 5.4. All prices quoted are exclusive of statutory value added tax. In the case of payment by credit card, the company reserves the right to charge the seminar participant any processing fees of the relevant credit card company. Payments by invoice or direct debit are free of charge. If a return debit note for which the seminar participant is responsible or rejection of the debit note takes place, the additional costs invoiced by the executing bank shall be reimbursed to us by the seminar participant. The seminar participant is responsible in particular for the following reasons for a return debit note:
  - incorrect bank details when the direct debit authorisation was issued
  - Lack of bank account coverage on the part of the customer and return debit entry of the deposit amount by the seminar participant for reasons for which the provider is not responsible.
 If a return debit note for which the seminar participant is responsible or rejection of the debit note takes place, default in payment without reminder occurs at this point in time.
- 5.5. The provider is entitled to invoice the seminar participant immediately for all services not included in the course fee.
- 5.6. In the event of late payment in accordance with the provisions of point 5.1 et seq., the provider is entitled at any time to exclude the seminar participant from the course.
- 5.7. Due to our didactics flipped classroom, the services of proProduktmanagement GmbH are deemed to have been rendered as soon as course materials have been sent to the participant, whereby the electronic form of course materials is considered sufficient. A refund of the course fee is no longer possible after the course materials have been dispatched. If participation in the registered course is not possible, the participant can switch to another date.
- 5.8. When course materials of the course part are sent in electronic form, all course fees are due in full and are not refundable, unless

other provisions of the General Terms and Conditions of this clause conflict.

## 6. COPYRIGHTS

- 6.1. Video and audio recordings of courses are strictly prohibited. Course material may not be reproduced or made accessible to third parties - even in excerpts - without the express written consent of the provider.

## 7. ACCOMMODATION

- 7.1. Accommodation for the purpose of overnight stay is the responsibility of the student. There are therefore no costs included in course fees.

## 8. SCOPE OF WARRANTY

- 8.1. The provider employs highly qualified teachers and uses recognised teaching methods within the framework of the courses offered. It ensures that the course is held in the form described in the information media and is suitable for obtaining the qualification promised if the examination is successful at the end of the course. Although the successful completion of each seminar participant is intended, the success depends on the commitment and previous knowledge of the seminar participant and cannot be guaranteed comprehensively.
- 8.2. A contractual or non-contractual liability for damages on the part of the provider, its employees and vicarious agents, for whatever legal reason, exists only if the damage is attributable to gross negligence or intent.
- 8.3. The company accepts no liability for accidents caused by the carelessness of the seminar participant or for the loss or theft of valuables brought to the courses.
- 8.4. If courses have to be cancelled by the provider due to illness of the instructors or force majeure, the seminar participant has no claim to the execution of the course. In this case, the seminar participant can either book an alternative course at no extra cost or receive a refund of course fees already paid by bank transfer. Further claims for damages, in particular compensation for travel expenses incurred and compensation for loss of working hours, are excluded, irrespective of the legal basis. This exclusion of liability does not apply if the provider is guilty of gross negligence or intent, or in the event of injury to life, limb or health, provided that this is based on a negligent or intentional breach of duty by the provider.
- 8.5. Before registering for a course, it is assumed that the seminar participant has ensured that the course in the form described in the information media corresponds to the individual requirements and needs of the seminar participant with regard to the scope of the course and the qualifications to be attained.

## 9. WITHDRAWAL AND REBOOKING

- 9.1. The seminar participant has the right to withdraw from the course up to 30 calendar days before the start of the booked course. To resign from your training contract, the request for withdrawal must always be addressed to the provider in writing. Regarding The receipt of the letter of withdrawal by the provider is decisive for compliance with the deadline. In this case, the seminar fees already paid will be refunded to the seminar. The full course fee will be charged at the end of the period specified under point 9.1, unless a substitute participant is named by the seminar participant
- 9.2. A later cancellation is not possible if the participant does not attend the course. In case of non-appearance 100% of the course fee will be charged. If the participant has carried out a rebooking in accordance with Section 9.3., withdrawal from the course after this rebooking is no longer possible.

- 9.3. The seminar participant has the one-time right, up to 30 calendar days before the start of the booked course, to exchange it for a future course by way of rebooking. The rebooking request must be addressed to the provider in writing. With regard to compliance with the deadline, the date of receipt by the provider is decisive. In this case, the course fees already paid will be offset against those of the future course, if necessary taking into account course documents already handed over. The provider reserves the right, in the event of repeated course rebooking, to charge the administrative costs incurred in this regard in the actual amount incurred, but not exceeding 300.00 €. The seminar participant reserves the right to prove lower damages.
- 9.4. If the seminar participant waives participation in a course that has already been partially or fully paid for without exercising his right of withdrawal, the provider shall be entitled after 12 months - measured from the day of the start of the originally booked course - to withhold course fees that have already been paid without compensation. In this case, course fees that have not yet been paid are to be refunded by the seminar participant.
- 9.5. The provider reserves the right to cancel or reschedule courses if the economically necessary minimum number of participants is not reached. If the provider makes use of the aforementioned rights, the seminar participant will be informed in writing as soon as possible. In this case, the seminar participant has the right to withdraw from the course or to attend another course of the company. In the event of cancellation, course fees already paid will be refunded to the course participant - if applicable, with credit for course documents already handed over. Further claims for damages, in particular travel costs incurred or travel cancellation costs, of the course participant for this legal reason are excluded.

## 10. CERTIFICATION GUARANTEE

- 10.1. If the seminar participant does not pass the examinations required for the intended certification after participation in the course, he is entitled to take the course again. The re-enrolment is only possible within a maximum of 12 months following the original course start date and only if course places/courses are available. If the course or a course version is no longer offered as a result of changes to the course product, the right to repeat the course is only valid until the last course offered. If the course is taken again, the costs to be paid are limited to the following items:
- the examination fees
  - the cost of board and lodging.
- 10.2. The provider is nevertheless entitled to refuse the renewed course participation if the seminar participant has not passed the originally booked course for reasons not excused by the provider, has violated general principles of conduct in dealing with course instructors or other seminar participants, or the failed final examination is demonstrably due to the seminar participant's unwillingness to cooperate.
- 10.3. The certification guarantee is a free additional service provided by the provider. The renewed enrolment is only valid for the same course. It does not entitle the participant to a newer version of the course.

## 11. DATA PROTECTION

- 11.1. The provider stores the customer's data in electronic form for the duration of the contractual relationship. It undertakes to comply with all data protection regulations applicable in the Federal Republic of Germany.
- 11.2. The course participant agrees that his data may be stored by the provider and used and processed for the performance of the services offered.
- 11.3. The provider respects the privacy of the customers and complies with all applicable data protection regulations. Personal data, which the provider collects or processes within the scope of registration as well as for the performance of the services offered, will be treated confidentially and will not be passed on to third parties, except in the case of legal obligation.

## 12. VALIDITY OF GERMAN LAW, PLACE OF JURISDICTION

- 12.1. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Nuremberg. The contract language is German.
- 12.2. Furthermore, Nuremberg is agreed as the place of jurisdiction if the customer moves his residence abroad after conclusion of the contract or does not have a general place of jurisdiction in Germany.

## 13. SEVERABILITY CLAUSE

- 13.1. Should individual provisions of this contract be or become invalid or void, this shall not affect the validity of the remaining provisions of this contract. The invalid clause shall be replaced by a valid clause that comes closest to the meaning and content of the invalid clause.

## 14. OTHER

- 14.1. Additional or deviating agreements must be made in writing. This also applies to the waiver of the written form requirement, unless the provider confirms the deviating agreement in writing.
- 14.2. All clauses of the General Terms and Conditions shall conclusively regulate the contractual relationships between the parties and replace - as far as legally permissible - all previous agreements or promises, unless their validity is expressly confirmed in writing by the provider.
- 14.3. Neither the delayed assertion of rights from these general terms and conditions nor the waiver of the enforcement of these in individual cases constitutes on the part of the provider an implied amendment of the general terms and conditions or a waiver of these.