

## Terms and Conditions for training programs BAUR GmbH, A-6832 Sulz, Austria

Status: November 2020

### 1. Scope

- 1.1. These terms and conditions apply for all training programmes offered by BAUR.
- 1.2. Deviations from the conditions mentioned in Article 1.1 are only effective in case of prior written approval by BAUR.

### 2. Training location

- 2.1. Unless agreed upon otherwise, the training programs will be conducted at the BAUR premises in Sulz.
- 2.2. The participant undertakes to observe the international applicable safety rules and to follow the safety directives. BAUR is exempted from all liability on non-observance of the safety rules or instructions.

### 3. Success of Training

- 3.1. The participant or customer is responsible for ensuring that the training participants have the requisite technical knowledge. As the success of the training depends on previous knowledge and personal cooperation of the course participant, BAUR is not responsible for the success of training programs. BAUR is only liable for appointing qualified training personnel.
- 3.2. At the end of training, the participant will receive a confirmation of participation and the training content.

### 4. Prices

- 4.1. All fees, unless specified otherwise, are payable in Euro and are excluding VAT. The buyer must pay any additional charges, taxes or dues that may be levied in connection with the service.
- 4.2. If the service takes place at a location other than Sulz on behalf of the customer, the customer shall bear all additional costs ensuing from the service (e.g. travel, boarding and lodging).

### 5. Incomplete Training

- 5.1. If training cannot be completed due to sickness, accident or other unforeseen events, no claims will be made for completion of training. In such cases, BAUR will not assume the ensuing costs, e.g. travel expenses, overnight expenses, loss of working hours etc. In addition, BAUR is not liable for indirect consequential damages, especially loss of profit or third party claims.

### 6. Cancellation

- 6.1. BAUR reserves the right to cancel training sessions due to low number of participants. Registration and order for training programs is binding. Creating training programs takes a long time. Therefore, in case of non-participation for whatever reason, depending on the cancellation notice period, the following charges will be levied: Cancellation 0 to 2 weeks before the training 100% of the agreed fees; cancellation 2 to 4 weeks before the training 50% of the agreed fees.  
Replacements can be appointed any time without additional costs. Payment of the fees entitles to obtain the training documents

### 7. Payment

- 7.1. If not otherwise agreed in writing, the purchaser is obliged to pay the entire invoiced amount to a bank account selected by BAUR within 30 days of receipt of the invoice. Payments need to be made without any deduction in the currency agreed.

- 7.2. The purchaser is not authorised to withhold or offset payments due to warranty claims or other counterclaims.
- 7.3. A payment is considered to be made on the date when fully available to BAUR.

### 8. Copyrights

- 8.1. Training content, teaching aids, handouts and similar material are the intellectual property of BAUR. The fees include only the training cost with the purpose of expanding the knowledge of the course participant. Publication in whole or in part, conveying to third parties as well as reproduction of training documents is not permitted. Course participants are further forbidden from making copies on tape, film or similar media.
- 8.2. The training contents, teaching aids, handouts and similar have been compiled carefully in compliance with the applicable regulations and accepted technical rules. BAUR assumes no liability for accuracy, completeness and up-to-dateness.

### 9. General

- 9.1. If individual stipulations of the contract or these Terms and Conditions become invalid, this will not affect the validity of remaining provisions. The invalid stipulation shall be replaced by a valid one which comes as close as possible to the objective strived for.
- 9.2. In case of contradictions between the English and the German version of the Terms and Conditions or any other document of legal relevance, the German version shall prevail.

### 10. Jurisdiction and law / Arbitration

- 10.1. Austrian law applies exclusively to all relationships with BAUR. The application of the UNCITRAL agreement of the United Nations on contracts for the international purchase of goods is excluded.
- 10.2. The competent court in 6800 Feldkirch, Austria, is responsible for the decision of all disputes arising from the relationship - including those on the existence or non-existence of contracts - for partners who have their headquarter within the European Union or EFTA. As long as this court has not yet been called in a concrete dispute, BAUR is, however, entitled to call another court responsible for the contractual partners in this dispute.
- 10.3. With all contracting parties whose registered office is outside the European Union or EFTA, all disputes arising out of or in connection with the relationship shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration is 6800 Feldkirch, Austria. The language to be used in the arbitration proceedings shall be the respective contractual language, i.e. German or English. However, as long as the court of arbitration has not yet been called upon in a concrete dispute, BAUR is entitled to call upon an ordinary court responsible for the purchaser in this dispute.

Sulz, November 2020

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