

General Terms and Conditions of Business for Seminars
applicable to Hohenstein Laboratories GmbH & Co. KG with the Hohenstein Academy ·
Textile Testing Institute GmbH & Co. KG · Hohenstein Innovations gGmbH

1. SCOPE

These general terms and conditions of business apply to the execution of events such as seminars, tutorials, training courses or study programmes.

2. REGISTRATION

The registration of a participant is binding as soon as it is confirmed in text form (Email, SMS etc.) by Hohenstein.

3. PARTICIPATION FEE

The participation fee can be found in the latest version of the programme of events at Hohenstein. The invoice will be sent to the participant upon completion of the seminar. The participation fee is due for payment, with no deductions and quoting the invoice number, on receipt of the invoice. In the case of seminars lasting several weeks, the invoice must be paid by the end of the course.

Hohenstein reserves the right to stipulate advance payment as a prerequisite for participation in events.

For automation of the payment process Hohenstein is entitled to appoint an external payment-provider.

Failure by a participant to attend an event which takes place as planned, or individual components of the event, does not entitle the participant to a reduction in the fee.

4. CANCELLATION/CANCELLATION FEE

If a participant is unexpectedly prevented from attending, he or she can transfer their right to participate to a substitute participant at any time, who must be named in text form. This does not entail any additional cost for the participant. The original participant remains the liable party for the purpose of the contract.

Participants can withdraw from the contract to attend without charge up to four weeks before the start of the event. After that, and up to two weeks before the start of the event, a cancellation charge of 50 % of the participation fee will be levied if the participant withdraws. In the case of cancellations received later than that, the full price must be paid, regardless of the reason why the participant cannot attend.

The participant shall be permitted to prove that no damage or a reduction in value has occurred at all or that it is significantly lower than the loss participation.

The above periods are calculated from the date on which the cancellation is received at Hohenstein. Cancellation must be made in writing or in text form.

5. CANCELLATION/CHANGES BY THE EVENT ORGANISER

Hohenstein has the right to cancel events if the number of participants is too small, and to withdraw from the contract. Hohenstein is also entitled to cancel an event on account of force majeure or with good reason, namely if the speaker cancels or is ill.

Conference fees that have already been paid will be refunded, and no further claims can be made (with the exception of injury to life, limb or good health and gross misconduct).

Hohenstein is entitled to make any necessary changes or alterations to the content, method or organisation (e.g., because of changes in the law), before or during the event, provided that this does not essentially change the overall character of the event that was announced. Hohenstein is entitled to replace the intended speakers if necessary (e.g. illness, accident) by others who are equally qualified in the field in question.

6. SCOPE OF SERVICES

Unless otherwise specified, the participation fee includes participation in the event, working materials, drinks during the meeting and other meals and snacks where applicable. All events will take place in purpose-built rooms and will be led by qualified speakers.

The working materials are for the exclusive use of participants.

7. COPYRIGHT LAWS

Documentation, software and other materials provided to the participant as part of the training event are protected by copyright laws. Reproduction, transmission or any other use, whether in whole or in part, is only allowed with the express written permission of the HI.

8. LIABILITY

Unless otherwise stated in these GTC, including the following provisions, Hohenstein is liable for breaches of duty in accordance with the statutory provisions.

Hohenstein is liable for damages, regardless of the legal grounds, within the scope of fault-based liability only in cases of intent and gross negligence. In the case of simple negligence, Hohenstein is liable, subject to a milder standard of liability in accordance with the statutory provisions, only for damages resulting from injury to life, limb, or health and for damages resulting from a not insignificant breach of a material contractual obligation. (Essential contractual obligations are those whose fulfillment characterizes the contract and on which the client may rely). In the latter case, liability shall be limited to compensation for the typically occurring damage foreseeable at the time of conclusion of the contract.

The aforementioned limitation of liability also applies to breaches of duty by or in favor of persons whose fault Hohenstein is responsible for according to statutory provisions as well as any personal liability of executive bodies and other employees of Hohenstein. It does not apply if Hohenstein or the aforementioned persons have fraudulently concealed a defect or for claims arising from mandatory statutory liability, in particular under the German Product Liability Act (ProdHG).

The participant must notify Hohenstein immediately in text form of any damages for which Hohenstein is to be liable.

Insofar as claims for damages are limited according to this section, they expire one year after the start of the statutory limitation period.

9. DATA PROTECTION

The data relating to individuals provided by participants will be stored in machine-readable form and processed as required to meet the purpose of the contractual relationship. The data relating to individuals will not be passed on to third parties.

Participants agree that the data they provide can be kept for customer relations, information and advertising purposes even after the end of the event. You can revoke your consent to Hohenstein at any time.

10. FINAL CONDITIONS

Any secondary agreements must be made in writing. This also applies to a waiver of written form.

German law applies.

The place of fulfilment and jurisdiction for traders is 74357 Boennigheim, Germany.

The European Commission provides an online platform for dispute settlement for goods or services purchased online at ec.europa.eu/consumers/odr/. In this context Hohenstein one may contact Hohenstein via info@hohenstein.com. However, Hohenstein is neither committed nor willing to participate in an alternative dispute settlement before a dispute resolution body.

Cancellation policy

Right of cancellation: You have the right to cancel this contract within fourteen days without specifying any reasons. The cancellation period lasts for fourteen days from the day of conclusion of the contract. To exercise your right of cancellation, you must send an explicit declaration of intent (by a posted letter, a fax or an e-mail, for example) to cancel this contract to us (Hohenstein, Schlosssteige 1, 74357 Bönningheim, Fax +49 7143 271 94122, E-Mail info@hohenstein.de). To do so, you can use the attached sample cancellation form, although this is not mandatory. Notification of cancellation is considered to have been made if you send the notification of intent to exercise your right of cancellation before the cancellation period expires.

Consequences of cancellation: If you cancel this contract, we must repay to you all payments that we have received from you, immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. To make this repayment, we will use the same means of payment that you used for the original transaction, unless an explicit agreement to the contrary is made; no charges will be levied for this repayment. If you have demanded that the service is to begin within the cancellation period, you must pay us a reasonable amount that corresponds to the proportion of services provided, in comparison to the total scope of services included in the contract, at the time when you informed us of your intention to exercise your right of cancellation in regard to this contract.

Sample cancellation form: If you want to cancel the contract, please complete this form and return it to us.

To Hohenstein, Schlosssteige 1, 74357 Bönningheim, Fax +49 7143 271 94122, E-Mail info@hohenstein.de

- I/we (*) hereby cancel the contract for provision of the following service (*) that I/we (*) concluded
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (for notification in paper form only)
- Date

(*) Delete as appropriate.