

**Prerequisites for participation  
in the trainings of the SEEBURGER Academy**Issue of 1<sup>st</sup> June 2004.

---

SEEBURGER AG, later called "SEEBURGER", supplies services (courses, workshops, seminars, on-site seminars, e-learning events etc.), later called "trainings" according to the following prerequisites for participation. Deviating, opposing or additional general conditions applying to the participant, are not part of the contract, except if their validity is not formally approved.

**1. Registration and confirmation**

The registrations are processed in the order of their receiving. Each registration is confirmed by SEEBURGER in written form, by fax or e-mail and is thereby obligatory for both parties.

Please, use the booking form in the internet for your registration. If you prefer to order per telefax, you will find a document in PDF format for your written registration.

Registrations and canceling of registration, made by telephone, will be taken into account only if they are confirmed in written form by fax or by e-mail.

In a few days you will get a written confirmation of your order, whereby in principle apply only the existing conditions. Changes can be made only with the written approval of SEEBURGER. The data received with your registration is processed electronically for administrative and advertising purposes. By filling in the registration form you agree to our conditions for participation.

**2. Terms of payment and issuing an invoice**

The training course fees are due net seven days before the beginning of the respective training. If the registration is received in the last moment, i.e. less than 7 days before the beginning of the training, the fee for the training should be paid immediately. If the full amount of the fees for the training are not paid on time, SEEBURGER has the right to exclude a trainee from a training course or to refuse access to the e-learning system.

The issuing of the invoice takes place upon the registration of the participant. The invoice amount is to be paid immediately on receipt of the invoice.

**3. Trainings**

The prices apply - if not particularly specified - to one participant and the offer includes the following services: training course performance, training course documents, use of the technical mechanisms for instruction purposes as well as evaluation during the training.

All sums mentioned are net prices, VAT included. The orderer should cover all costs for transportation, accommodation and catering.

The prices apply to the trainings described in the trainings catalogue. In case of change of the duration of the course we reserve the right to make price adjustments. The occasional participation in the seminar does not entitle you to price reduction.

**4. Cancellation**

The resignation from a training must be submitted in written form by letter, e-mail or fax. If you resign up to two weeks before the beginning of the training course you have no further obligations. If you resign after this time, you are entitled to get back 75% of the price of the course. In case of absence without a cancellation, you are entitled to pay the full amount of the fee. Naturally, you can send a substitute trainee in the beginning of the training.

SEEBURGER reserves the right to cancel a training in case of absence of the trainer or due to a small number of participants. If a training is cancelled, SEEBURGER will return the fees for the course.

## **5. „On-Site“ (Inhouse) Trainings**

Upon request we can also organize individual training courses for your company at your own office (“On-Site”/Inhouse) or in our training center.

In these training courses we include the additional travel and hotel costs as well as the expenses of the trainer. An “On-Site” training requires the written agreement of SEEBURGER. A necessary condition for training courses outside of the training center is a suitable room with appropriate equipment ensured by the client. SEEBURGER can ensure rooms and equipment for the training against an additional fee.

The prices for “On-Site” trainings are valid for maximum of six persons. You will be charged with 5% of the price for every additional participant.

The client can cancel the “on-site” training course free of charge up to 30 calendar days before the beginning of training. In case of canceling after this point in time the client is obliged to pay 100% of the price

## **6. Participation confirmation**

Every participant in the course will get a written participation confirmation.

## **7. Copyrights**

The training course materials may not be multiplied or distributed to third parties without the express permission of SEEBURGER. The software provided during the seminars may not be copied either partly or completely.

## **8. Liability and general conditions**

SEEBURGER reserves the right to postpone or cancel an already announced event in cases of absence of the trainer, small number of participants or low interest in the course or for other reasons not depending on SEEBURGER, even after sending out a participation confirmation, but not later than one week before the beginning of the training. The client will be informed immediately. SEEBURGER will try to offer alternatives even if the training is cancelled. In addition, the client cannot assert claims for that. This is also valid for possible changes in the training contents, as well as changes in the time and place. Claims for damages – no matter with what arguments - are not justified, unless SEEBURGER has acted extremely negligently.

An occasional impossibility to access the central server of the SEEBURGER Academy cannot serve as a reason for claims against SEEBURGER. If participants bring personal hardware with data to training course meetings, they do it at their own risk. For protection of our systems, the software and files brought by participants, may be used only after consultation with the trainer of the course. In cases of violation we reserve ourselves the right of compensation demands. Demands against SEEBURGER for the loss of data are excluded.