

# WEFA's General Training Conditions

For the following companies:

WEFA Singen GmbH  
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78224 Singen  
(Germany)

WEFA Inotec GmbH  
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78224 Singen  
(Germany)

WEFA Bohemia  
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(Czech Republic)

WEFASwiss AG  
Stammlerbühlstr. 12  
CH-8240 Thayngen  
(Switzerland)

WEFA Cedar Inc.  
104 W. Beech Street  
Cedar Springs,  
MI 49319  
(USA)

Hereafter referred to as "WEFA"

## Note on Gender:

The text in this document uses exclusively the masculine form for all personal designations and nouns in order to improve readability. In terms of equal treatment, the corresponding terms used herein refer to all genders. The shortened form therefore contains no value judgment, but is only used for editorial purposes.

## 1. Scope

The following General Terms and Conditions govern the contractual agreement between the participants in workshops (hereafter referred to as "event") and WEFA. Any deviating or supplementary provisions in the participants' General Terms and Conditions have no validity.

## 2. Registration / Registration Confirmation

The participants can register for events via internet, letter or email. The receipt of the registration is confirmed in writing. This registration however does not automatically complete a workshop contract and a binding registration. The workshop contract between the participant and WEFA is only valid after WEFA has checked the registration and confirmed in writing that the registration is binding.

## 3. Cancellations

Participants can cancel their registration at the event up to one month prior to the start of the event via internet, letter or email. After this date participants will be charged the full event fee, unless another participant from the same company is provided as a replacement. Rebookings are treated as cancellations.

## 4. Cancellation of Events

If an event cannot be carried out due to acts of nature beyond our control or is not possible because of other organizational or business reasons (e.g., if the trainer is ill and no replacement

trainer is available), WEFA is entitled to cancel the event. The participants will be promptly informed. The event fee will in this case be refunded. Any additional claims, specifically refunding travel and accommodations or missed work time shall be ruled out. Any liability according to clause 9 remains unaffected.

## 5. Changes in the Event Proceedings

WEFA retains the right to replace scheduled trainers with others, to change the order of the presentations, or replace, alter or omit individual presentations in so far as this has no influence on the overall character of the event.

## 6. Refusing Registrations

WEFA has the right to refuse a registration to an event without specifying the reasons.

## 7. Due Date and Payment, Late Payment, Compensation

The participation fees are listed under the corresponding event program which can be found in the workshop catalog.

The participation fee for an event is due upon receipt of the participation confirmation. You can find WEFA's bank details on the participation confirmation. We do not accept payment for events in cash or by check.

If the participant is in default of payment, WEFA is entitled to demand default interest at 5% above the current base interest rate. If WEFA has not received the participation fee by the start of the event, WEFA is entitled to bar the participant from taking part in the event.

The participants may only make claims that have been legally determined or are undisputed.

## 8. Copyright

The event materials are copyright protected. WEFA only allows participants to use the event materials for the intended purposes.

It is not permitted to alter event materials or use altered versions, to make the materials publically accessible, particularly via the internet or in other networks, nor use these in internal company data bases. The reproduction of event materials – also in partial form, transferring these to third parties for free or for payment or any other purpose is only permitted with WEFA's express written consent.

## **9. Liability**

- 9.1 WEFA's contractual and legal liability for damage claims due to simple negligence, regardless of legal grounds, are limited as follows:
1. WEFA's liability for breaching significant contractual obligations is limited by the foreseeable damages typical for the contract;
  2. In addition, WEFA shall neither be liable for breaching insignificant contractual obligations, nor for simple negligence.
- 9.2 The above-mentioned limitations of liability shall neither apply in cases of mandatory legal liability (particularly according to the Product Liability Act), nor for culpability in terms of physical injuries. In addition, these shall not apply if and in so far as WEFA has adopted a warranty.
- 9.3 Clauses 9.1 and 9.2 apply corresponding to WEFA's liability for futile expenditures.
- 9.4 The participant is obliged to take appropriate measures to prevent and minimize damages and losses.

## **10. General**

- 10.1 This agreement is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual agreement is the company headquarters in 78224 Singen, Germany.
- 10.2 In the case that individual provisions of this agreement are or become completely or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected.
- 10.3 Any changes or amendments to this agreement must be made in writing. This is also valid for any changes to this clause.