



Energietechnik

TERMS AND CONDITIONS

TÜV SÜD Energietechnik GmbH Baden-Württemberg

Hereinafter the contractual partner of TÜV SÜD Energietechnik GmbH Baden-Württemberg shall be referred to as "Participant", and TÜV SÜD Energietechnik GmbH Baden-Württemberg shall be referred to as "TÜV SÜD ET". The Participant and the TÜV SÜD ET shall be jointly referred to as "Parties".

1 General description, Scope of Application

1.1 These Terms & Conditions shall apply in respect of carrying out events, such as open courses, seminars, and workshops (hereinafter referred to as "Courses").

1.2 TÜV SÜD ET mostly provides Courses for entrepreneurs (section 14 of the German Civil Code - BGB), legal entities under public law or special funds under public law. Accordingly, these Terms and Conditions (hereinafter Terms and Conditions) have been drafted principally for dealings with this group of persons, and shall apply in respect of all business relations between TÜV SÜD ET and such Participants. Notwithstanding the above, these Terms and condition shall also apply to the business relations between TÜV SÜD ET and consumers (section 13 of the German Civil Code - BGB). However, in such cases the following provisos shall apply to the Terms and Conditions:

- Section 5.5 shall not apply.
- Section 8.1 shall apply with the proviso that the Registered Office of TÜV SÜD ET shall be agreed as place of jurisdiction, where the Participant's Registered Office, place of residence or place of usual abode is moved outside the remit of the Federal Republic of Germany, or where their Registered Office, place of residence or place of usual abode is unknown at the time a claim is filed.
- Section 8.2 shall not apply.
- TÜV SÜD ET does not participate in any alternative dispute resolution procedure before a consumer conciliation body.

Additional terms and conditions may apply to services offered via an online store of TÜV SÜD or another TÜV SÜD group undertaking.

1.3 The Terms and Conditions shall apply exclusively. Any Terms and Conditions of the Participant, which run contrary to these Terms and Conditions, or which amend them, shall only become a part of the Agreement, where TÜV SÜD ET has explicitly consented to this. This consent requirement shall apply in all cases, including in situations where TÜV SÜD ET is aware of the Participant's Terms and Conditions and provides Courses for the Participant without reservation.

1.4 Any individual agreements entered into with the Participant (including any ancillary agreements, amendments or changes) shall have precedence over these Terms and Conditions. The content of any such agreements shall be proven by way of a written contract, or, as the case may be the written confirmation of TÜV SÜD ET, subject to proof to the contrary.

2 Offer, Conclusion of Contract, Withdrawal

2.1 TÜV SÜD ET's offers are subject to change and non-binding, unless a binding offer is explicitly agreed in textual form. The same shall apply as far as prices are concerned.

2.2 The subject of the contract shall be the provision of the agreed services or courses offered, not any specific success.

2.3 Participants can sign up or place an order in writing, via fax or online, at TÜV SÜD ET Training Centres. Registration or placing an order shall be binding as soon as the Participant receives their order confirmation in textual form.

2.4 TÜV SÜD ET shall be entitled to make use of subcontractors to perform the contract.

2.5 In the following cases it shall be possible to withdraw from registration or an order: In the event of a cancellation that is received no later than 21 days prior to the commencement of the Course no payment shall fall due, where a cancellation is made no later than the 7th day prior to the commencement of the Course the fee shall be reduced to 50%, and where a Course is cancelled later than that, or where a Participant simply fails to attend or leaves early, the full price shall be payable. Where a Participant cancels their participation in a course that is longer than 3 months up to the 7th day before such a course commences, then a part-payment of 25% of the total fee for the Course shall be payable (subject to other provisions from subsidizing bodies). The postal stamp shall be decisive for the purposes of calculating the time periods. It shall be possible to name a replacement Participant. The statutory Right of Withdrawal shall remain unaffected.

3 Payment Terms

3.1 Unless an individual agreement or some other basis for assessing the fee has been expressly agreed, the fees shall be those as are the valid TÜV SÜD ET fees at the date the services are provided. The fees are due and payable immediately after invoicing, without deductions and quoting the invoice number, and shall be transferred to one of the accounts specified. TÜV SÜD ET reserves the right to require payment in advance or cash payment as a condition for attendance at Courses.

3.2 The fee for Courses includes the costs of attendance and where appropriate food. Exam fees, fees charged by the Chamber of Industry and Commerce and the costs of teaching materials are invoiced separately.

3.3 It is not possible to split a Course amongst several Participants. It is not possible to book parts of a Course at a reduced rate, unless this option is explicitly stipulated in the programme.

4 Running Courses

4.1 Courses are run as per the published course programme, or, as the case may be, as agreed individually with the Participant. However, TÜV SÜD ET reserves the right to make changes, provided this does not fundamentally alter the goals of the Course in question.

4.2 There is no entitlement to have any Course run by any particular lecturer or, as the case may be, in any particular location. Neither is there any entitlement to a refund or replacement if a day of the Course is not attended.

4.3 TÜV SÜD ET reserves the right to cancel a Course if there is a good reason to do so, and where that reason is not the responsibility of TÜV SÜD ET. Such reasons may include amongst others: a lecturer suddenly being taken ill. Fees that have already been paid shall be refunded in such a case. The Participant shall not be entitled to any further claims arising therefrom.

4.4 Any courses that are marked as „guaranteed courses“ are guaranteed to take place. Where a specific course is already fully booked at the time of booking, no entitlement shall arise to participate in such a course. However, TÜV SÜD ET reserves the right to cancel a Course in cases of illness of a speaker or any other unforeseeable events and those for which TÜV SÜD ET is not responsible (e.g. change of pandemic-related requirements). Where such a cancellation occurs, TÜV SÜD ET will endeavor to offer an alternative course date to the Participant. The Participant shall be at liberty to either accept such an alternative date, or to withdraw from the Contract.



5 Liability

- 5.1 Unless these Terms and Conditions, including the following provisions, stipulate otherwise, TÜV SÜD ET's liability shall be governed by the relevant statutory provisions.
- 5.2 Irrespective of the legal basis, TÜV SÜD ET shall be liable on the basis of fault-based liability in cases of intent or gross negligence. In cases of conduct that is merely negligent, and subject to more favourable, statutory provisions (e.g. for due care in one's own affairs), TÜV SÜD ET shall only be liable for (i) losses arising from death, personal injury or damage to health, or (ii) for losses arising from a significant breach of an essential contractual obligation (an obligation, the performance of which is essential in order to properly perform the contract, and the compliance with which the contractual partner can reasonably rely on); in the latter case, however, TÜV SÜD ET's liability is limited to those losses as were typically foreseeable at the time of entering into the contract.
- 5.3 The limitation on liability as per section 5.2 shall also apply in cases where there an obligation is breached by, or, as the case may be, in favour of persons whose actions TÜV SÜD ET is statutorily responsible for, or in cases where organs of the company, experts or other employees of TÜV SÜD ET are personally liable, if applicable. It shall not apply where TÜV SÜD ET, or, as the case may be, the abovementioned person deceitfully failed to disclose a defect, or in cases of a specifically agreed quality guarantee, or in respect of claims as per the German Product Liability Act (ProdHaftG).
- 5.4 The Participant must inform TÜV SÜD ET without delay and in writing of any potential claims for which TÜV SÜD ET is to be held liable.
- 5.5 Any claims to damages that are limited pursuant to this section 5 shall become statute barred one year after the statutory period of limitation begins to run, unless they are subject to the limitation provisions stipulated in section 438 (1)(2) or section 634a (1)(2) of the German Civil Code [BGB].

6 Force Majeure

In the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be replaced by a right of termination for continued obligations. The suspension of a payment obligation - except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 - cannot be based on force majeure. Article 287 sentence 2 of the German Civil Code (liability for coincidence during default of the debtor) shall remain unaffected.

7 Export control and embargoes

- 7.1 TÜV SÜD ET does not have the obligation to provide services in due time to the extent that and for as long as such provision of services would result in violations of export control and embargo restrictions. In such a case, TÜV SÜD ET agrees to notify the customer without undue delay in textual form (as defined in the German Civil Code, BGB) about the fact that services may not be provided (impediment to performance).
- 7.2 In the event that TÜV SÜD ET is prevented from timely provision of services because permits, licenses or other official procedures imposed by restrictions under export control and embargo law need to be obtained, the delivery and completion deadlines agreed by TÜV SÜD ET and the customer with binding effect shall be adequately extended by the duration of the delay caused thereby. In such a case, TÜV SÜD ET agrees to notify the customer without undue delay in textual form about the delay.
- 7.3 Where the impediment to performance pursuant to Section 8.1 or the delay pursuant to Section 8.2 lasts longer than six months beyond the date of initial notification of the customer by TÜV SÜD ET, either party has the right to rescind the contract (Rücktritt). In case of contracts for the performance of continuing obligations, either party has the right to terminate the contract (Kündigung) instead. The customer may not assert any additional claims based on Sections 8.1 and 8.2, including, but not limited to, claims for damages.
- 7.4 The customer has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, when making use of or passing on services provided by TÜV SÜD ET. The customer has the obligation to obtain any permits or licenses that may have to be obtained from the competent authorities, if and where necessary. In case of a violation of export control and embargo restrictions by the customer, TÜV SÜD ET has the right to rescind the contract. In case of contracts for the performance of continuing obligations, TÜV SÜD ET has the right to terminate the contract (Kündigung) instead.
- 7.5 To the extent requested to do so, the customer has the obligation to provide TÜV SÜD ET, without undue delay, with any and all information on the intended use, final recipient and end use of the services to be provided by TÜV SÜD ET, including, without limitation, the obligation to issue or provide what is referred to as end-user certificates (EUC).
- 7.6 The customer agrees to indemnify TÜV SÜD ET to the full extent against any and all claims that may be asserted against TÜV SÜD ET by authorities or other third parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the customer and undertakes to indemnify TÜV SÜD ET for and against any and all losses sustained, damage suffered and expenses incurred as a result.

8 Confidentiality, Copyright, Data Protection

- 8.1 The materials provided to Participants, including documentation, software and other media made available for the purposes of the Course, are copyright protected. Any copying, passing on or other use of any such materials provided, whether in their entirety or in part, shall not be permissible unless express, written consent thereto is given by TÜV SÜD ET.
- 8.2 Any use of the combined word/figurative mark TÜV SÜD that goes beyond the certificate issued (e.g. on business cards) shall be prohibited unless explicitly permitted in writing by TÜV SÜD ET.
- 8.3 TÜV SÜD ET shall treat as confidential any business and operational secrets that it becomes aware of in the course of running the Courses, and shall not disclose or use any such information outside of the Course, unless authorised to do so.



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- 8.4 TÜV SÜD ET processes the customer's personal data for the proper performance of the order and otherwise only for permissible purposes. Amongst others, TÜV SÜD ET uses automated data processing machines for this. TÜV SÜD ET complies with all applicable data protection requirements in its data processing.

9 Place of Jurisdiction, Place of Performance, Applicable Law:

- 9.1 The place of jurisdiction for either Party asserting any claims shall be the place of the Registered Office of TÜV SÜD ET, provided that the prerequisites as per section 38 of the German Code of Civil Procedure [Zivilprozessordnung] have been met.
- 9.2 The place of performance for all obligations arising from the Contract shall be the place of the Registered Office of TÜV SÜD ET.
- 9.3 The Contract and any legal relationship arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany, and excluding the conflict of law provisions of international private law (IPR) and of the UN Convention on the International Sale of Goods (CISG).