

## **General Terms and Conditions (GTC) of Nebulit GmbH for trainings and workshops**

### **§ 1 Application of the General Terms and Conditions**

(1) The General Terms and Conditions accepted by both contracting parties govern the terms and conditions between Nebulit GmbH, Jahnstraße 4, 83119 Obing, represented by the managing director Mr. Martin Dilger, hereinafter referred to as "**Provider**" and the customer, hereinafter referred to as "**Customer**", as a service contract within the meaning of §§ 611 et seq. BGB (German Civil Code), unless otherwise agreed in writing between the contracting parties.

(2) The Provider offers various services in the form of training courses and workshops. Depending on the design, the services are provided both as online and face-to-face events.

(3) The object of the training courses and workshops is the provision of an agreed service, the implementation of the training course or workshop (service contract) and not the achievement of a specific result (no contract for work). The commissioned services shall be deemed to have been rendered when the required training sessions or workshops have taken place and any questions that may arise have been dealt with. In his own interest, the Customer undertakes to provide all relevant information truthfully and completely.

(4) These General Terms and Conditions only apply to companies in accordance with § 14 BGB and not to consumers in accordance with § 13 BGB.

(5) The provisions in the respective service contract and these General Terms and Conditions shall apply exclusively. Deviating terms and conditions of the Customer shall not be accepted. This shall also apply if the Provider does not expressly object to their inclusion.

### **§ 2 Service content**

(1) The Provider offers open and closed training courses and workshops. Open training courses are usually decided ten working days before the start of the training course. Closed training courses are limited to a specific group of Customers and are agreed individually.

(2) Unless explicitly agreed otherwise, public training sessions and workshops take place via Zoom or Teams.

(3) On-site implementation can also be agreed for Customer workshops on request.

(4) The Provider also offers online courses which can be completed independently by the Customer.

### **§ 3 Conclusion of contract**

(1) The contractual relationship between the Provider and the Customer is concluded by a written contract or by the written confirmation of a verbal contract. The Customer can find the prices on the Provider's website or in the respective offer.

(2) In any case, the contract is only concluded when the Provider confirms the Customer's booking. The Customer's booking is binding. The Customer shall receive an invoice by e-mail with the booking confirmation.

(3) The presentation and advertising of the services on the websites, brochures of the Provider or within advertisements do not constitute a binding offer to conclude a contract.

(4) The Provider is entitled to refuse a service contract without giving reasons if the necessary relationship of trust cannot be expected, if the Provider cannot or may not provide advice due to his specialization or for legal reasons, or if there are reasons that could bring him into conflicts of conscience. In this case, the Provider's fee entitlement for the services rendered up to the point of refusal remains unaffected.

#### **§ 4 Content of the training courses and workshops and online courses**

(1) The Provider shall provide its services to the Customer in such a way that it applies its knowledge and skills in the above-mentioned areas.

(2) A subjectively expected success of the Customer cannot be promised or guaranteed. The successful implementation of the processes and the achievement of certain results is the sole responsibility of the Customer. The Provider merely accompanies the Customer during implementation.

(3) The Provider's offer is purely for consulting purposes. The implementation of individual areas can be carried out by third party service providers.

(4) The Customer undertakes to use the information materials, reports and analyses produced by the Provider as part of the services only for its own purposes. The Customer shall receive the exclusive and non-transferable right to use them. All documents and tables are either personal and cannot be used by third parties or are created by the Provider individually for the Customer.

(5) All of the Provider's documents are protected by copyright. This applies both to content on the Provider's website and to other documents. The Customer is not entitled to reproduce, distribute or publicly reproduce such documents. The Customer is also not entitled to make image, film or sound recordings of the training courses or workshops without the express permission of the Provider. The Customer shall receive a non-transferable, non-exclusive right to use the materials provided as part of the services and the e-learning platform.

(6) The Provider shall ask the Customer whether the training courses and workshops can be recorded for internal purposes only. The Customer is free to decide whether to give his consent.

## **§ 5 Implementation of the training courses and workshops**

(1) The services are based on cooperation and mutual trust. The Customer is not obliged to accept the advice or implement the recommendations given. The Customer acknowledges that all steps and measures taken by him in the context of the consultation are his own responsibility.

(2) The Provider is entitled to cancel the training or workshop if the Provider or a third party service provider engaged by the Provider is prevented from holding the training or workshop on the agreed date, e.g. due to riots, strikes, lockouts, natural disasters, bad weather, traffic obstructions or illness, for which the Provider is not responsible. In this case, the Customer shall not be entitled to compensation.

(3) In the event of a cancellation by the Provider, the Provider shall offer the Customer an alternative date. If no agreement is reached on an alternative date, the remuneration already paid shall be refunded to the Customer. The reimbursement shall only include the amount actually received by the Provider, i.e. less the costs and fees incurred by the payment method chosen by the Customer.

(4) The illustration and description of the training courses or workshops and any venue on the Provider's website are for illustrative purposes only and are only approximate. No guarantee is given for complete compliance

(5) The Provider is entitled to make adjustments to the content or the course of the training or workshops for technical reasons, for example if there is a need to update or further develop the content, provided that this does not result in a significant change to the content and the change is reasonable for the Customer.

(6) The Provider is entitled to change the time and place of the announced training courses or workshops, provided that the Customer is informed of the change in good time and it is reasonable for the Customer.

(7) The Customer is responsible for providing a correct e-mail address and for regularly checking his e-mails.

(8) The Provider is entitled to have its services provided by subcontractors and third parties at any time. It does not require the Customer's consent for this.

(9) The Customer is obliged to provide the Provider with all materials, documents, links, accesses, images and other details required for the performance of the service.

## **§ 6 Implementation of open training courses and workshops**

(1) As a rule, a decision will be made ten (10) working days before the start of the training course. However, the Provider reserves the right to cancel the training course at short notice if unforeseen circumstances arise.

(2) If an open training course is canceled, the Customer's booking will be canceled and any payments already made will be refunded immediately. Further claims by the Customer are excluded, unless the training was canceled due to gross negligence or intent on the part of the Provider.

(3) If a training course has to be canceled due to force majeure, illness of the trainer or other unforeseeable circumstances, the Provider will inform the Customer immediately and, if possible, offer alternative dates.

## **§ 7 Conducting public training courses and workshops**

(1) Unless explicitly agreed otherwise, public training courses and workshops shall take place via Zoom or Teams. The Provider reserves the right to change the platform for conducting the training or workshop if this is necessary for technical or organizational reasons.

(2) The Customer is obliged to ensure that they have a sufficient internet connection and the necessary end devices to participate in the training or workshop. The Provider accepts no liability for connection problems or other technical difficulties that may occur during the training or workshop.

(3) The Customer is obliged to attend the training or workshop punctually at the agreed time. Delays may result in the Customer being excluded from participation, unless the delay was due to important reasons and was agreed in advance with the Provider.

(4) If the Customer is unable to participate in the training or workshop for technical or other reasons, he/she is not entitled to a refund of the participation fee, unless the non-participation was due to gross negligence or intent on the part of the Provider.

## **§ 8 Implementation of Customer workshops**

(1) Customer workshops can also be held on site at the Customer's premises on request. The Provider reserves the right to refuse to conduct the workshop on site if this is not possible for organizational or other important reasons.

(2) The Customer is obliged to provide suitable premises and the necessary technical equipment to enable the workshop to be held on site. The Provider assumes no liability for damages or losses that may occur on site during the workshop, unless these were caused by gross negligence or intent on the part of the Provider.

(3) The Provider reserves the right to charge additional costs for conducting the workshop on site, in particular for travel costs, accommodation costs and other expenses. These costs will be communicated to the Customer in advance and must be paid by the Customer in advance.

## **§ 9 Classroom training and workshops**

(1) In the case of face-to-face training courses and workshops, the fee includes catering for Customers during breaks, including lunch.

(2) Additional catering as well as travel to and from the event or overnight stays are not part of the service and must be organized and paid for by the Customer.

## **§ 10 Online courses**

(1) The Provider also offers online courses that the Customer can complete independently.

(2) Prior registration is required for participation in the online courses. Registration takes place via the online form on the Provider's website.

(3) After registration, the Customer will receive access data for the online course. The access data is intended exclusively for the Customer and may not be passed on to third parties.

(4) The Provider reserves the right to block access to the online course if the Customer violates the GTC or passes on the access data to third parties.

(5) The Customer is obliged to provide the hardware and software required for the online course at his own expense. The Provider gives no warranty for the compatibility of the Customer's hardware and software with the online course.

(6) The Provider reserves the right to change or amend the online course at any time. The Customer is not entitled to a specific course duration or course content.

(7) The Provider is not liable for damages incurred by the Customer as a result of participating in the online courses. The Customer is responsible for the proper execution of the course.

(8) Unless expressly agreed otherwise, the provisions of the GTC also apply to online courses.

## **§ 11 Use of the materials**

(1) The materials provided as part of the training, workshop or online course are intended for the personal use of the Customer only. Reproduction, distribution or publication of the materials, even in part, is not permitted without the express written consent of the Provider.

(2) The Customer is obliged to treat the materials confidentially and to protect them from unauthorized access by third parties. The Customer shall be liable for any damage incurred by the Provider as a result of a breach of this obligation.

## **§ 12 Payment**

(1) Payment is to be made to the Provider using the means of payment specified in the invoice on the agreed due date without deduction.

(2) If the Customer is in default of payment, the Provider is entitled to charge reminder fees and default interest in the legally permissible amount.

(3) All prices on the website and in the Provider's offers are listed as net prices.

## **§ 13 Term and termination of the service contract**

(1) The service contract is concluded for the term agreed in the respective contract.

(2) Unless otherwise agreed between the Provider and the Customer, the contract term shall be extended by one month in each case if one of the contracting parties has not terminated the contract at least 4 weeks before the end of the initial term or the extended term (= notice period). Terminations must be made in writing to be effective.

(3) The right to termination without notice and extraordinary termination for good cause remains unaffected.

(4) In the event of premature termination by the Customer for good cause, the Provider's claim to remuneration shall remain unaffected. The Customer reserves the right to prove that the Provider has incurred no or significantly less damage.

## **§ 14 Cancellation of a training course or workshop by the Provider**

(1) The Provider reserves the right to cancel a training course or workshop at short notice if it is not possible to hold the training course or workshop due to unforeseeable circumstances. Such circumstances may include, in particular, the illness of the trainer, the failure of technical systems, a legal ban on holding the training or workshop, the failure or delay of means of transportation or cases of force majeure.

(2) In the event of a training course being canceled at short notice for unforeseeable reasons, the Provider shall inform the Customer immediately and offer an alternative date if possible. The Provider shall not be liable for any damages incurred by the Customer or the participants as a result of the training being canceled.

(3) If a training course is canceled at short notice due to unforeseeable circumstances and there is no possible alternative date, the Customer shall not be entitled to the training course. No training fee will be charged and any training fees already paid will be refunded in full.

(4) Further claims by the Customer are excluded. This expressly includes the reimbursement of travel expenses already incurred, accommodation costs, loss of earnings, loss of working hours or loss of profit.

(5) The Provider shall not be liable for damages incurred by the Customer due to the cancellation of the training or workshop at short notice, unless these were caused by gross negligence or intent on the part of the Provider.

### **§ 15 Cancellation of training courses, workshops by the Customer**

(1) The Customer has the right to cancel a booking free of charge up to 12 working days before the start of the training or workshop.

(2) Cancellations between the 11th and 3rd working day before the start of the training or workshop will incur a cancellation fee of 50% of the fee.

(3) In the event of cancellation at a later date, the training fees shall be payable in full. This also applies if a Customer does not show up or if a Customer cannot participate in the training or workshop due to a lack of technical or professional prerequisites, although these prerequisites were communicated to the Customer at least ten working days before the start of the training or are stated in the course description.

(4) Cancellation of a booking must be made in writing by e-mail or by post and is only effective upon confirmation by the Provider.

(5) In the event of cancellation or non-participation, the Customer shall not be entitled to compensation or reimbursement of travel expenses, accommodation costs, loss of earnings, loss of work or loss of profit.

### **§ 16 Confidentiality**

(1) The Provider is subject to an absolute duty of confidentiality. The duty of confidentiality shall continue to exist beyond the termination of the agreed contractual services for the fulfillment of the contract.

(2) The Provider shall treat customer data confidentially and shall only provide information regarding the content of conversations and consultations with the express written consent of the Customer (release from confidentiality).

### **§ 17 Reference citation**

(1) The Customer agrees in principle to be listed as a reference customer by the Provider or its partners in tenders, publications, presentations, company presentations or on the Provider's website in the context of commercial activity.

(2) The Customer has the right to revoke his consent to be used as a reference Customer in writing at any time. The revocation must be addressed in writing to the Provider.

(3) The Provider reserves the right to change or amend the list of reference Customers at any time without giving reasons.

(4) The Customer agrees that the Provider may publish its name, company name, logo and experience with the services offered in the list of reference Customers.

(5) When using reference customer information, the Provider undertakes to comply with the provisions of data protection law and to use the information only for the agreed purposes.

(6) The Provider shall not be liable for any damages incurred by the Customer through the use of his data as a reference Customer.

## **§ 18 Warranty**

(1) The Provider endeavors to provide all activities with the utmost care and in compliance with recognized scientific knowledge and principles. All recommendations and analyses are made to the best of our knowledge and belief.

(2) The Provider does not guarantee the effectiveness of its recommendations. The success of the training courses or workshops is largely beyond its control and depends to a large extent on the cooperation of the Customer, which is why it cannot be guaranteed.

(3) Despite the utmost care, no guarantee can be given for the accuracy and completeness of the information.

## **§ 19 Liability**

(1) The Provider shall be liable to the Customer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, the provider shall only be liable - unless otherwise regulated in paragraph 3 - in the event of a breach of a contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, liability is excluded subject to the provision in paragraph 3.

(3) Liability for damages resulting from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

## **§ 20 Use of own devices during training**



(1) Customers are obliged to use their own end devices during the training or workshop. The Provider accepts no liability for damage or loss caused to the Customer's end devices during the training or workshop, unless this was caused by gross negligence or intent on the part of the Provider.

(2) Each Customer is responsible for the organization of their own end device. The Provider shall provide instructions for the use of the necessary tools, but is not obliged to provide technical support for setting up the Customer's end devices.

(3) Customers are obliged to ensure that their end devices meet the necessary technical requirements and that they have a sufficient internet connection to participate in the training or workshop. The Provider accepts no liability for damage or losses caused by technical problems on the Customer's end devices or by connection problems, unless these were caused by gross negligence or intent on the part of the Provider.

(4) Every Customer is obliged to take appropriate security precautions during the training or workshop to ensure the confidentiality and integrity of their data. The Provider accepts no liability for damages or losses resulting from security breaches or data leaks, unless these were caused by gross negligence or intent on the part of the Provider.

## **§ 21 Data protection**

(1) The Customer expressly consents to the electronic processing of his personal data within the scope of the following provisions. Customer data shall be treated with absolute confidentiality. The data provided by the Customer will be used exclusively for the professional execution of the service. The data will not be passed on to third parties.

(2) The separate data protection provisions on the Provider's homepage under the following link apply: [ XXX ]

## **§ 22 Right of withdrawal**

A right of withdrawal is excluded, as the Provider only concludes service contracts with entrepreneurs.

## **§ 23 Final provisions**

(1) Should individual provisions of the GTC be or become invalid or void, this shall not affect the validity of the GTC as a whole. Rather, the invalid or void provision shall be replaced by a provision that comes closest to the purpose of the contract or the parties' intentions.

(2) The law of the Federal Republic of Germany shall apply. The contractual language is German.

(3) Amendments and supplements to the GTC must be made in writing to be effective. Verbal collateral agreements do not exist.

(4) If the Customer is a merchant or a company, the place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the Provider. Otherwise, the statutory provisions shall apply. The same applies to the place of performance.