

## **General Terms and Conditions of Participation for Participants in Conferences, Conventions and Seminars of SIGS DATACOM GmbH**

### **§ 1 General**

(1) The general terms and conditions of participation set out below relate exclusively to events in the form of face-to-face seminars and conventions/conferences, i.e. sessions that SIGS DATACOM designates as "EVENTS". All other services and products of SIGS DATACOM (e.g. magazine subscriptions) are subject to other contractual provisions agreed on a case-by-case basis.

(2) By placing an order with us, the content of these terms shall be deemed to have been acknowledged and approved.

(3) Any general business terms of the client which deviate from our own general terms shall have no application unless they have been expressly confirmed in writing by SIGS DATACOM.

### **§ 2 Nature and scope of training services**

(1) All events are open to any and all interested persons.

(2) The nature and scope of these courses is described in an information brochure and on the website. The event organiser reserves the right to modify the programme or change the speaker for important reasons.

### **§ 3 Making use of training services**

Applications to attend our events must be made in writing or by email. However, we will accept reservations over the phone, which we will honour for two weeks (14 days). A reservation shall lapse if not confirmed by a written or emailed application within this time.

### **§ 4. Prices and payment terms**

(1) The respective prices are stated in the corresponding information material.

(2) Invoices shall be payable in EUR, upon receipt and without deduction unless otherwise stated on the invoice.

(3) If we have advertised more than one price/service category, the applicable price shall correspond to the price/service category which was actually booked and/or ordered by the client. Even if the client meets the qualifications for more than one price/service category, this shall not allow the client to "mix and match" so as to achieve price savings; the client shall be charged for the price/service category actually booked. However, the client shall be free at any time to choose a less expensive category for which it qualifies. If a client withdraws from an individual service offered in a category, or if he fails to take advantage of the same, this shall not constitute grounds for switching from one price/service category to another.

(4) A client who defaults on payments shall forfeit any early-booking discount, and shall be billed retroactively for any resulting price difference.

(5) Any complaints regarding services rendered must be submitted in writing no later than 5 business days after the end of the respective event. A claim for refunding fees

or cancelling an invoice shall not be possible in connection with a complaint submitted late.

## **§ 5 Consumers' right of cancellation**

(1) If the client is a consumer as defined in § 13 German Civil Code, it has a right of revocation in accordance with the following measures.

(2) Cancellation instructions

### START

Right of cancellation

You can revoke your contractual statement within 14 days without indicating reasons in text form (e.g. letter, fax, e-mail). The deadline takes effect on receipt of this notice in text form, but not before conclusion of the contract, nor before fulfilment of our information obligations as per Article 246 § 2 in conjunction with § 1 para 1 and 2 of the Introductory Act to the German Civil Code (EGBGB) and our obligations as per § 312g para. 1 page 1 German Civil Code in conjunction with Article 246 § 3 EGBGB. Timely dispatch of revocation or the item is sufficient to observe the revocation deadline. Revocations are to be submitted to:

### **SIGS DATACOM GmbH**

Lindlaustrasse 2c  
D-53842 Troisdorf  
Germany

Tel.: +49 (0)2241/2341-100  
Fax: +49 (0)2241/2341-199  
E-mail: info(at)sigs-datacom.de

Consequences of cancellation

In the event of a valid revocation, the performance received by either party is to be returned and the proceeds of any utilization (e.g. interest) given back. If you cannot return the received performance to us, or return such performance only partially or in a deteriorated condition, you need to compensate us to the required extent. This may mean that you have to fulfil the contractual payment obligations for the period up to revocation. Payment obligations must be fulfilled within 30 days. The time limit becomes effective for you upon dispatch of your revocation notice or the item, and upon its receipt for us.

Special information

The right of revocation will lapse prematurely if the contract is completely fulfilled by both parties at your express wish before you exercise your right of revocation.

### END OF CANCELLATION INSTRUCTIONS

## **§ 6 Cancellation / Change of dates**

(1) If the participant is not a consumer or if the revocation deadline pursuant to § 5 para. 2 of these general terms and conditions of business has lapsed, SIGS DATACOM will allow the participant to withdraw from the contract under the following

conditions.

(2) Participation in our seminars and conferences/conventions (events) may be cancelled by the participant at any time before the event begins. A notice of cancellation/withdrawal must be in writing and shall become effective only upon receipt by SIGS DATACOM.

(3) For cancellation up to one month (30 calendar days) before the start of an event, a processing fee of €100.00 is payable. If any further payments have been made by the participant, these will be refunded to the participant.

(4) For cancellation after this time but up to two weeks (14 days) before the event, the participant must pay 50% of the invoiced participation fees.

(5) For cancellation with less than two weeks notice, or in the event of non-attendance, the full amount of the invoice is to be paid.

(6) By paying a processing fee of €100.00, SIGS DATACOM will accept a replacement participant at any time. A change of participant is to be notified promptly to SIGS DATACOM and information regarding the replacement participant is to be provided, specifying their full name and address.

(7) For all other date changes that are not attributable to SIGS DATACOM, a processing fee of €100.00 will be charged (payable by the participant), irrespective of the time of rebooking, in addition to the full participation fee. SIGS DATACOM is not obliged to accept or make a rebooking to a later or different training service free of charge.

(8) The consumer's right of cancellation pursuant to § 5 of these general terms and conditions of business is not affected.

## **§ 7 Liability / Damage compensation and reimbursement of costs**

(1) We will be liable within the framework of the statutory provisions only in accordance with the following provisions, irrespective of the legal basis.

(2) We will have unlimited liability for loss of life, physical injury and damage to health. Furthermore, we will be liable without limitation in the case of intent, gross negligence, fraudulent intent and within the context of a guarantee.

(3) We will also have unlimited liability if this is prescribed by mandatory statutory provisions.

(4) Furthermore, we are liable for a negligent breach of a material obligation under this contract only to the extent of foreseeable, typically arising average losses. Material contractual obligations are those obligations that are imposed on us within the framework of the contract in order to achieve the purpose of the contract and on which the purchaser may rely as a matter of course if the due fulfilment of the contract is only possible as a result of complying with these obligations.

(5) In the event of a negligent breach of an obligation which is not material to the contract, the obligation to pay compensation is limited to the amount of the order value.

(6) To the extent that liability for damages arising from negligence is not excluded

(and which does not relate to loss of life, physical injury or damage to health), such claims will expire 12 months after the claim arose or, in the case of a claim for damages resulting from a defect, after our services become usable. This does not apply to the extent that the law prescribes a longer limitation period or we are liable under the German Product Liability Act.

(7) These provisions also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

## **§ 8 Change of dates or cancellation of EVENTS by SIGS DATACOM**

(1) SIGS DATACOM reserves the right to change the date, time or location of our seminars and conventions at short notice, or even cancel an event altogether. This may be necessary, for example, if a speaker cannot attend or the total number of participants is too small. In any case, we will do our very best to inform you of any necessary cancellations or changes as soon as possible. If SIGS DATACOM does have to cancel an event, we will promptly refund any prepayments you have made.

(2) Any further claims shall be excluded. This exclusion does not apply in the case of intentional conduct or gross negligence on the part of SIGS DATACOM or its employees or vicarious agents.

## **§ 9 Copyright and rights in respect of the work results**

(1) We remain the owner of our proprietary rights and copyrights existing at the time the order is placed. No part of any documents or other media created by us prior to or during the processing of the order may be reproduced, processed, copied, distributed or made publicly available without our consent.

(2) If documents or other media are used when processing the order in respect of which third parties have rights, these rights shall remain with the respective copyright owner.

(3) We own the rights to all work results that we generate within the framework of an event. However, we grant the client a non-exclusive, permanent, irrevocable and non-transferrable right to use the acquired work results appropriately and in the manner agreed within the context of the event.

(4) We warrant that the work results produced are free from third party rights which could restrict the client's use of the same beyond the scope described in paragraph 3.

(5) Any changes to these usage provisions must be agreed in writing. The requirement for the written form cannot be waived orally.

## **§ 10 Place of jurisdiction**

The place of jurisdiction for any disputes shall be the location of the registered office of SIGS DATACOM, insofar as the client is a commercial business.

## **§ 11 Final provisions**

(1) The law of the Federal Republic of Germany applies exclusively. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

(2) To the extent the client is a commercial business, a legal entity under public law or a public law special fund, the place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between SIGS DATACOM and the client is the location of the registered office of SIGS-DATACOM GmbH.

(3) In the case of paragraph 2, the place of performance is agreed to be the location of the registered office of SIGS DATACOM.

(4) Should an individual provision of these general terms and conditions of business be ineffective, this does not affect the validity of the remaining provisions. In this situation, the parties will negotiate to agree a provision that replaces the ineffective provision which most closely corresponds to the original provision. The same applies for incomplete provisions.

Revised: 21 January 2014