



GENERAL TERMS AND CONDITIONS

for open events (trainings, conferences and congresses)

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". The Participant and TÜV SÜD together are referred to as the "Parties".

1 General Description, Scope of Application

- 1.1 These General Terms and Conditions shall apply in respect of carrying out events such as open training courses, workshops, conferences and congresses (hereinafter referred to as "Services" or "Events").
- 1.2 TÜV SÜD mostly provides services to entrepreneurs (Section 14 of the German Civil Code – BGB), legal entities under public law or special funds under public law. Accordingly, these General Terms and Conditions (hereinafter referred to as "GTC") have been drafted principally for dealings with this group of persons and shall apply in respect of all business relationships of TÜV SÜD with such Participants. Notwithstanding the above, these GTC shall also apply to the business relations between TÜV SÜD and consumers (Section 13 of the German Civil Code – BGB). However, in such cases the GTC shall apply with the following provisions:
 - Section 10.1 shall apply with the proviso that the registered office of TÜV SÜD 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 10.2 shall not apply.
 - TÜV SÜD 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 GTC shall apply exclusively. Any Terms and Conditions of the Participant, which run contrary to these GTC, or which amend them, shall only become a part of the contract, where TÜV SÜD has explicitly consented to this. This consent requirement shall apply in all cases, including in situations where TÜV SÜD is aware of the Participant's Terms and Conditions and provides services for the Participant without reservation.
- 1.4 Individual agreements made with the Participant in individual cases (including ancillary agreements, amendments or changes) take precedence over these GTC. 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, subject to proof to the contrary.

2 Offer, Conclusion of Contract

- 2.1 TÜV SÜD's offers are subject to change and non-binding, unless their binding nature has been expressly agreed in text 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 events offered, not any specific success.
- 2.3 The Participant can sign up or place an order with TÜV SÜD in writing, by fax or online. Registration or placing of an order shall be binding as soon as the Participant receives an order confirmation in text form.
- 2.4 TÜV SÜD shall be entitled to make use of subcontractors to perform the contract.

3 Withdrawal, Rebooking, Substitute Participant

- 3.1 **Withdrawal**
The Participant may withdraw from a registration or an order. TÜV SÜD must be notified of the withdrawal in text form. In the case of a declaration of withdrawal received no later than two weeks before the start of the event, the obligation to pay the participation fees is waived, after which the full participation fees will be charged.

The full participation fees will also be charged in the event of a no-show, or if the Participant is only present for part of the event or leaves the event early.

3.2 Rebooking

The Participant can rebook from an open training course to another open training course before the start of the event. TÜV SÜD must be notified of the rebooking in text form. Rebooking up to two weeks before the start of the event at the latest is free of charge. In the event of rebooking less than two weeks before the start of the event, rebooking is no longer possible, and the full participation fees will be charged. Conferences and congresses are excluded from rebooking.

3.3 Meeting Deadlines

To meet the deadline, the date of the postmark or e-mail to nuclear-training@tuvsud.com shall be decisive.

3.4 Substitute Participant

A substitute Participant may be appointed at any time free of charge.

3.5 The statutory right of revocation remains unaffected.

4 Payment Terms

- 4.1 Unless an individual contractual provision or another assessment basis has been expressly agreed, remuneration shall be based on TÜV SÜD's participation fees in force at the time the service is provided. Participation fees are due for payment immediately after invoicing, without deductions and stating the invoice number, and shall be transferred to one of the specified accounts. TÜV SÜD reserves the right to require cash payment and advance payment as a prerequisite for participation in events.
- 4.2 In the case of events, the invoice amount includes the fees for participation and, if applicable, the costs for catering. Examination fees and costs for teaching materials are invoiced separately.
- 4.3 An event cannot be split among several Participants.

5 Conducting Events

- 5.1 Events will be held in accordance with the published event programme or, as the case may be, as agreed individually with the Participant. However, TÜV SÜD reserves the right to make changes, provided that this does not fundamentally alter the goals of the event in question.
- 5.2 There is no entitlement to an event being held by a specific lecturer or at a specific teaching location. Neither is there any entitlement to a refund or replacement if a day of the event is not attended.
- 5.3 TÜV SÜD reserves the right to cancel an event if there is a good reason to do so, and where that reason is not the responsibility of TÜV SÜD. Such reasons may include amongst others: a lecturer suddenly being taken ill. Payments that have already been made shall be refunded in such a case. The Participant shall not be entitled to any further claims arising therefrom. TÜV SÜD reserves the right to hold face-to-face events as live online events if necessary. Such a change will be notified to the Participant in good time, but no later than 3 days before the start of the event. In this case, the Participant has the option of withdrawing from the event free of charge or rebooking free of charge.

6 Liability

- 6.1 Unless these GTC, including the following provisions, stipulate otherwise, TÜV SÜD's liability shall be governed by the relevant statutory provisions.
- 6.2 Irrespective of the legal basis, TÜV SÜD 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 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's liability is limited to those losses as were typically foreseeable at the time of entering into the contract.

- 6.3 The limitation on liability as per Section 6.2 shall also apply in cases where an obligation is breached by, or, as the case may be, in favour of persons whose actions TÜV SÜD is statutorily responsible for, or in cases where organs of the company, trainers or other employees of TÜV SÜD are personally liable, if applicable.
- 6.4 The Participant must inform TÜV SÜD without delay and in writing of any potential claims for which TÜV SÜD is to be held liable.
- 6.5 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].

7 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.

8 Export Controls and Embargoes

- 8.1 TÜV SÜD 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 agrees to notify the Participant 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).
- 8.2 In the event that TÜV SÜD 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 and the Participant with binding effect shall be adequately extended by the duration of the delay caused thereby. In such a case, TÜV SÜD agrees to notify the Participant without undue delay in textual form about the delay.
- 8.3 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 Participant by TÜV SÜD, 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 Participant may not assert any additional claims based on Sections 8.1 and 8.2, including, but not limited to, claims for damages.

- 8.4 The Participant 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. The Participant 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 Participant, TÜV SÜD has the right to rescind the contract. In case of contracts for the performance of continuing obligations, TÜV SÜD has the right to terminate the contract (Kündigung) instead.
- 8.5 To the extent requested to do so, the Participant has the obligation to provide TÜV SÜD, 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, including, without limitation, the obligation to issue or provide what is referred to as end-user certificates (EUC).
- 8.6 The Participant agrees to indemnify TÜV SÜD to the full extent against any and all claims that may be asserted against TÜV SÜD by authorities or other third parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the Participant and undertakes to indemnify TÜV SÜD for and against any and all losses sustained, damage suffered and expenses incurred as a result.

9 Confidentiality, Copyright, Data Protection

- 9.1 To the extent that documents or work materials, including in electronic form and including drafts, which are subject to copyright protection (hereinafter referred to as "works") are created in the course of the performance of the order, TÜV SÜD grants the Client a non-exclusive, non-transferable and non-sublicensable right of use to the extent that this is required by the purpose of the contract. No further rights are granted or transferred. The Client may only use works in their entirety and otherwise in unchanged form and only for the purpose of the contract. In particular, publication or reproduction requires the prior written consent of TÜV SÜD in each individual case.
- 9.2 If documents from third parties are used to carry out an order, the copyrights remain with them.
- 9.3 TÜV SÜD will not disclose and exploit any business and trade secrets that become known to TÜV SÜD in the course of carrying out the order outside of the execution of the order without authorisation.
- 9.4 TÜV SÜD processes the Client's personal data for the proper performance of the order and only for other permitted purposes. TÜV SÜD also uses automatic data processing systems for this purpose. TÜV SÜD complies with all applicable data protection requirements when processing data.

10 Place of Jurisdiction, Place of Performance, Applicable Law

- 10.1 The place of jurisdiction for either party asserting any claims shall be the place of the registered office of TÜV SÜD, provided that the prerequisites as per Section 38 of the German Code of Civil Procedure [Zivilprozessordnung] have been met.
- 10.2 The place of performance for all obligations arising from the contract shall be the place of the registered office of TÜV SÜD.
- 10.3 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).