

Terms and Conditions for genua GmbH Training and Workshops

As of June 2019, the following terms and conditions apply to genua GmbH (genua) training for customers and sales partners (customer).

- 1 genua offers training and workshops (courses) situated on either genua premises, at rented locations, or at customer facilities (on-site course).
- 2 The number of participants is limited for each course. Available seats are assigned in the order of written registration. Please register with genua or your genua sales partner two weeks in advance of course begin at the latest. Your registration will either be confirmed, or in case of overbooking you will be notified. The genua registration confirmation constitutes a binding contract for the course(s).
- 3 In case the minimum number of registrations is not reached, genua reserves the right to cancel a course up to two weeks beforehand without incurring any liabilities. Registered participants may cancel up to two weeks beforehand and receive a full refund. A later cancellation will incur administrative charges of 50% of the course fee. If a registered participant cannot attend the course due to illness and a doctor's note is provided, genua will waive the administrative charges. If a course is canceled by the customer or the sales partner, costs arisen to genua (e.g. cancellation fees for previously booked on-site travel) will be billed.
- 4 For on-site courses the customer shall supply the required infrastructure, especially course rooms and furnishing, as well as installed hard- and software with appropriate permissions. genua can provide a list of requirements to the customer in advance. An insufficient infrastructure will reduce the duration of the course by the time needed to correct the infrastructure.
- 5 The fees for an on-site course cover: the course itself, any infrastructure necessarily supplied by genua, and training materials. Food and beverages is not included.

The fees for other courses cover: the course itself, the course infrastructure, training materials, as well as beverages and lunch.
- 6 genua reserves the right to withdraw from a course contract in case of force majeure (extraordinary circumstances beyond genua's control such as natural disasters or strikes). genua also reserves the right of withdrawal if through no fault of his own (e.g. illness) the trainer cannot hold the course. Other instances of force majeure that can prevent the trainer from holding the course and lead to cancellation by genua are serious travel disruptions on the way to the course location for a significant period of time, if due diligence was exercised in travel planning. If the right of withdrawal described above is exercised by genua, already paid course fees shall be refunded if an alternative date cannot be agreed on. In said case of a course cancellation by genua adhering to the rules described above, additional claims (subject to the exceptions described in sections 11 and 12) are excluded.
- 7 genua reserves the right to modify technical course content to a reasonable extent without advance notice.
- 8 genua concedes to the customer the non-exclusive, permanent, irrevocable, and non-transferable right to use the training materials provided during the course. This also includes resources such as electro-

nic presentation files and samples used for the course. Duplication of training materials is expressly prohibited. Any modification of these usage rules require an individual contractual agreement.

- 9 For a successful course, genua requires the punctual and complete attendance of the course. Participants will receive a written confirmation of attendance on completion of the course. This confirmation will not be issued in case of participation for less than 50% of the course duration. In case of a partner training course, the partner certificate will only be issued if at least 90% of the course duration has been attended.
- 10 Course fees are due immediately after reception of the bill and payable within 14 days. If a customer only partly attends a course through no fault of genua, this does not authorize the customer to reduce any fees. A reduced on-site course duration caused by insufficient customer infrastructure also does not constitute a reason for a reduction of fees.
- 11 If a course is canceled through no fault of genua, especially in case of illness of the trainer, the customer is not entitled to the course taking place. See also section 6 on the right of withdrawal. genua will inform the customer as soon as possible about the cancellation. In these cases, genua especially is not liable for travel and accommodation costs, as well as lost work time.
- 12 genua is liable for any damage to customers to the full legal extent, provided there is evidence of intent or gross negligence. In cases of lesser negligence, genua's liability is limited to foreseeable average damage. This limitation of liability shall not apply to damages to life, body or health of a participant, as well as the liability under product liability laws (German Produkthaftungsgesetz). Furthermore, this limitation does not apply to a breach of a duty inherently required for the proper fulfillment of the contract the customer must be able to rely on in any case (cardinal obligations). genua reserves the right to assert the partial responsibility of other parties. A statute of limitations of one year for all claims based on contractual or non-contractual liability or compensation of costs applies, except in cases of intent or damages to life, body or health.
- 13 Data media brought in by customers shall not be used on computers supplied by genua. genua reserves the right for compensation for any damages caused by a violation of this rule.
- 14 If individual rules or regulations described here should be ineffective or lose their effectiveness, the remaining rules and regulations shall still remain legally effective. If individual provisions should be ineffective, whatever provision comes as close as possible to the economic intent of the invalid or ineffective provision shall be legally effective. Any changes of or additions to the contract must be in writing.
- 15 The parties to this contract agree that this contract as well as all claims arising from or in connection with this contract shall be governed by the laws of the Federal Republic of Germany. The application of any material or procedural conflict-of-laws rules referring to the legal systems of other states is excluded.

International sales law, especially the uniform UN sales law (CISG) shall not apply.

- 16 If the client is to be considered a business person ("Kaufmann") as stipulated by the German Commercial Code ("Handelsgesetzbuch"), a legal entity governed by public law, or a special fund under public law, all disputes which arise in the context of the completion of this contractual relationship shall be in the jurisdiction of the district court of Munich, Germany (Landgericht München I).

As of June 2019