

# TERMS AND CONDITIONS

## Drescher Consulting GmbH

Hereinafter the contractual partner of DRESCHER CONSULTING GmbH shall be referred to as **Participant** and DRESCHER CONSULTING GmbH shall be referred to as **Academy**. Participants and the Academy shall be jointly referred to as **Contracting Parties**.

### 1. Scope, form

1.1 These Terms and Conditions shall apply to the organization of courses such as open courses, seminars, and other training courses.

1.2 Any offers or services provided by the Academy shall be governed exclusively by these Terms and Conditions. Any changes and amendments shall only be valid if they are agreed in written form. Deviating Terms and Conditions of individual Participants shall generally have no validity in this respect, unless acceptance thereof was expressly confirmed in writing.

### 2. Offers, Conclusion of Contract, Rescission

2.1 The Academy offers are subject to change and non-binding. This also applies to prices. The object of any order places shall be the activity or other service as agreed on and not any success.

2.2 The Participant can register for the Academy in written form, by e-mail or online via the website of the academy, or place an order. The registration respectively the order, becomes binding as soon as the Participant receives written confirmation.

2.3 The Academy is entitled to employ subcontractors to perform the services.

2.4 It is possible to withdraw from an order or registration in written form: Any notice of cancellation that is received no later than 14 days before the beginning of the event, 50% of the price shall fall due. If attendance is cancelled later than that, within 14 days before start date, the full fee shall fall due. For the purpose of complying with the time limits, the postal stamp shall be decisive. It shall be possible to nominate a replacement participant. This shall not affect the statutory right of revocation.

### 3. Payment Terms

3.1 Unless an individual contractual arrangement or some other basis of assessment has been expressly agreed on, payment shall be due in accordance with the Academy's rates valid at the time services are performed. Fees become payable immediately upon invoicing without deductions, and must be transferred or paid into one of the stipulated accounts, providing the invoice number.

3.2 All rates are given exclusive of the statutory turnover tax, which will be added in the applicable statutory as valid at time (exceptions as per section 4 (21) German Law on Turnover Tax (UstG) are marked separately). Final rates as published in course programs include the statutory turnover tax as applicable of the date of printing. If the turnover taxes are raised after publication of the course program, the Academy reserves the right to charge these additional costs to the customer.

3.3 The invoice amount for courses covers the costs for attendance and catering. Any examination fees and cost for teaching materials shall be invoiced separately.

3.4 It is not possible to split one course up between different Participants. Neither is it possible to book only parts of a course for a reduced fee, unless this is expressly offered as an option in the course program.

### 4. Organization of Courses

4.1 Events will be held and run as per the published course program, or as per any separate arrangement agreed with the Participant. However, the Academy reserves the right to make changes, provided that any such changes do not fundamentally change the aims of the course.

4.2 There is no entitlement for any course being run by a particular Lecturer, or for it to take place at any particular location. Neither is there any entitlement for any missed days to be repeated or compensated.

4.3 The Academy reserves the right to postpone or cancel courses for reasons beyond its control, e.g. illness of a lecturer, failure to obtain the designated minimum count of participants, or force majeure. In case of cancellation notification will be given to Participants via the address given at registration. In case of cancellation, already paid fees will be refunded.

### 5. Property Rights, Copyrights, Data Protection

5.1 The materials, software, and other media provided to the Participant for the purposes of the courses, are subject to copyright. Any copying, distribution, or other use of the provided materials – including excerpts – is only permitted with prior, express, and written consent of the Academy.

5.2 The Academy stores, processes and uses personal data of the Participants in order to properly perform its obligations, and for its own purposes. For this purpose, the Academy uses automated data-processing systems. In order to comply with data protection requirements of the Annex to the first sentence of section 9 of the German Federal Data Protection Act (BDSG), the Academy has taken technical and organization actions to ensure that data records and the data-processing process are protected. Those employees who are involved in the processing, are placed under an obligation to comply with the Federal Data Protection Act (BDSG), and are therefore required to strictly comply with all data protection provisions.

5.3 Any use of the word and figurative brand of DRESCHER CONSULTING, beyond the certificate awarded or the issued confirmation of attendance (e.g. business cards), needs to be expressly approved in writing by the Academy.

### 6. Confidentially

6.1 The Academy assures the Participant that it will treat all documents, data, information, findings, and results made available or disclosed during the event as strictly confidential and may not be made available to third parties. Deviations from this shall only be made at the express and written request of the Participant. Upon request, a separate validity agreement will be signed in accordance with the Participant.

### 7. Warranty

7.1 Staff employed by the academy will organize and run the event to the best of their knowledge and belief. In coordination with the Participant, they will pursue the aim of the event considering the customer's needs through their work and services. The Academy undertakes to render professional and careful provision of services. Should serious negligence or intent lead to an impairment of the provided services, the Academy shall provide any necessary additional service at its own expense.

### 8. Place of Jurisdiction, Place of Performance, Applicable Law

8.1 The place of jurisdiction for asserting any claims of either contracting party shall be the location where the Academy has its registered office, provided that the conditions as per section 38 of the German Procedure Rules (ZPO) are met.

8.2 The place of performance for all obligations arising from the contract shall be the location of the registered office of the Academy.

8.3 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 provision of international private law (IPR) and of the UN Convention of the International Sale of Goods (CISG).

### 9. Information for Consumers

9.1 The European Commission provides an online dispute resolution platform (QDR) for resolving consumer complaints. This online platform can be accessed by following the link: <http://ec.europa.eu/consumers/odr/>

9.2 General information to be provided as per section 36 Resolving Consumer Disputes (Verbraucherstreitbeilegungsgesetz (VSBGG)): The Academy is generally not prepared to participate in dispute resolution proceedings before a consumer dispute resolution body.

### 10. Final provisions

10.1 These Terms and Conditions shall apply to entrepreneurs and to all legal persons under public-law special funds within the meaning of section 310 of the German Civil Code (BGB), unless expressly stipulated otherwise.

10.2 Where the Contracting Entity does not belong to the aforementioned group of persons referred to in section 10.1 stipulated in section 310 of the German Civil Code (BGB), these Terms and Conditions shall apply with the following modifications:

- Section 8.1 shall apply with the provision that the location of the registered office of the Academy shall be agreed as the place of jurisdiction in the event that the Participant moves their place of residence or abode to outside of the jurisdiction of the Federal Republic of Germany, or where the Participant's place of residence or abode is unknown at the time a claim is issued.
- Section 8.2 shall not apply.