

GENERAL TERMS AND CONDITIONS BY WACKER CHEMIE AG (1)

Registration

To register, please use the online registration form. It automatically generates an email to WACKER ACADEMY. Your registration is binding and will be entered in accordance with the date of receipt. If the seminar is already full, you will be notified immediately. A contractual agreement concerning the training course does not exist until your participation is confirmed.

Seminar fees

The prices quoted are for an individual participant, excluding value-added tax. Included are documentation, confirmation of attendance, lunch and refreshments during the seminar. Invoiced seminar fees should be paid within 14 days.

Discounts

If two or more employees from the same company attend a seminar, the second participant and each subsequent participant will be granted a 15% discount on their seminar fee. If the minimum number of participants entitled to a discount can no longer be maintained, due to subsequent cancellation by one of the discounted attendees, then the discount must be repaid.

Cancellations

A complete refund of the seminar fees is only possible provided that deregistration has been effected, on time and in writing, at least 60 days prior to the start of the seminar. On-time deregistration is determined by when notice of deregistration is received. If cancellation is made after invoicing, yet before the 60-day period, previously paid seminar fees will be refunded after deduction of a processing fee. This fee shall amount to 5% of the seminar fee, but no more than €50. If canceled between the 60th and the 14th day prior to the seminar, 75% of the seminar fees will be refunded. If canceled between the 13th and the 3rd day prior to the seminar, 50% of the seminar fees will be refunded. No refund is possible as of the 2nd day prior to the seminar. The non-utilization of individual aspects of a seminar does not warrant a reduction of the seminar fees.

Stand-Ins

If you are registered for the seminar but cannot attend, you can nominate someone else to substitute for you; no additional costs will be incurred.

Minimum number of participants

The seminar program gives the minimum number of participants required. If a seminar has to be cancelled for organizational reasons (e.g. too few participants have registered) or on other important unforeseeable grounds (e.g. a speaker falls ill or force majeure), we shall offer to postpone the seminar to a later date. If too few participants have registered and a seminar therefore cannot be held, you will be notified immediately, or no later than 14 days before the course was scheduled to begin. If the seminar fee has already been paid, it will be refunded or, if you so wish, credited toward your next seminar.

If a seminar is cancelled because a trainer falls ill or on account of force majeure or any other unforeseeable events, there will be no obligation to hold the seminar. You are not entitled to have your travel and overnight expenses refunded or to seek recompense for lost work. No liability is assumed for indirect damages, particularly lost profit or third-party claims.

Further-reaching liability and damage claims are ruled out unless we have acted willfully or through gross negligence. Please bear this in mind when you book your plane / rail tickets, hotel and rental car etc.

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Changes to the scope of services

Either contractual party can request, in writing, changes to the agreed scope of services. After a request to make changes has been received, the recipient will then check whether the request is feasible and, if so, under what conditions. The recipient will then immediately notify the requester in writing whether the request has been accepted or rejected. If appropriate, reasons for the decision should be included.

The topics covered by the seminar program, individual seminar schedules and the designated trainers can be changed provided that the specific seminar's overall nature is retained. The aforementioned changes shall entitle participants neither to withdraw from their contractual relationship nor to demand a reduction in total seminar fees. Cancellation for important reasons is hereby excluded from this.

Confidential Information / Data Security

Each contractual party shall treat the other party's fundamental and not-generally-known concerns with the degree of confidentiality customary in business relationships. The contracting parties can, however, without charge, use any ideas, concepts, expertise and technology pertaining to organizational and personnel development.

The contracting parties shall process or use personal data pertaining to the other party solely for contractually agreed purposes. They shall particularly ensure that the aforementioned data cannot be accessed without authorization and that this data will be forwarded to third parties only with the other contracting party's consent.

Copyright

Once participants have registered to attend a seminar, they must comply with the following: Seminar-related folders and other documentation etc. are subject to German copyright law and at no time and under no circumstances may they be duplicated either photomechanically or electronically; the aforementioned documents are intended solely for the course participants' personal use and must not be forwarded to third parties.

Duty to cooperate

If impairments of performance arise, you shall be obligated to do your utmost to help remedy or limit such an impairment.

Liability

Each individual seminar will be carefully prepared and held based on the state of knowledge current at that time. No liability shall be incurred with respect to application of the acquired knowledge. WACKER ACADEMY provides no insurance coverage of the participant whatsoever. WACKER ACADEMY shall not be held liable for any damages caused by the participant within the scope of a seminar, the only exception being if these are due to intentional or negligent misconduct by an agent of WACKER ACADEMY.

Legal Venue

Where permitted under law, Munich, Germany, shall constitute the sole legal venue.

Final terms and conditions

The law of the Federal Republic of Germany shall be applicable to our business dealings and the entire legal relations between ourselves and our clients. If a provision under these general terms and conditions or an arrangement relating to other agreements is or becomes invalid, the validity of all other provisions or agreements shall not be affected thereby. If agreements whose terms and conditions diverge from the above are reached, their validity shall require the written form.