

# General Terms and Conditions of the ZESTRON Academy

### Registration/Confirmation of Registration

For all ZESTRON Academy events, prior registration is required using our online registration form. If you do not use the registration form on our website or the forms we have prepared, please be sure to provide us with the name of the participant and the complete company address or billing address with telephone number and e-mail address. Registrations will be booked in the order in which we receive them. If the event is already fully booked, we will contact you immediately, otherwise we will send you your registration confirmation with all further information about the event. Your registration becomes binding when we send you the registration confirmation.

For participation in our online events and webinars, we will send you an access link by e-mail in advance. Passing on the access data to third parties is prohibited.

#### **Sales Tax Identification Number:**

Entrepreneurs based outside Germany must already provide us with their VAT identification number when registering. If we do not have this number by the time of invoicing at the latest, if it proves to be invalid or if it cannot be assigned to the company, an invoice will be issued with German VAT.

#### **Participation Fees/Payment Conditions**

The fees valid at the time of registration apply. The participation fees are due for payment within 14 days with 2% discount or within 30 days net, in each case calculated from the invoice date.

### **Scope of Services ZESTRON Academy events**

The respective participation fees indicated include, unless otherwise stated:

For webinars:

- participation in the webinar
- Summary of the presentation following the webinar



For training sessions / online training sessions / assistance modules:

- participation in the event
- comprehensive training session materials (digital)
- one lunch per full seminar day (only in presence)
- beverages during break times (only in presence)
- confirmation of participation (only in presence and online)

### **Registration Deadline**

The registration deadline for our training sessions is 10 days before the event. If you are still interested in participating at short notice, you are welcome to contact us and we will check whether participation is still possible. You can also register for our webinars shortly before the event begins.

#### **Hotel Reservations**

We will be happy to reserve a room for you in one of the hotels we suggest. Please note that the prices we quote may vary if our contingent is exhausted. Payment for the hotel stay is to be taken directly by the participant at the hotel reception. In case of cancellation of the event or withdrawal of a participant, he/she is responsible for the cancellation of the hotel room reserved by us.

### **Requirement Conditions for Webinars**

For webinars, the creation of the necessary technical requirements for use is the sole responsibility of the participant.

## **Event Documents**

For ZESTRON Academy events, the event documents are made available to you digitally via email or cloud 1-2 days before start. For webinars, an abbreviated version of the presentation will be made available to you online afterwards. The content of the event is compiled to the best of our professional knowledge and belief, but we are only liable for the content of the event and the accompanying material in accordance with the "Liability" section.



### Copyright

The working documents handed out or made available online are protected by copyright and may not be reproduced or distributed - not even in part - without our consent. The working documents are exclusively available to the participants.

### **Reservations of Right of Modification**

We reserve the right to make any necessary changes to the content, methodology and organization or to deviations (e.g. due to changes in the law) before or during the event, provided that these do not significantly change the benefits of the announced event for the participant. In addition, we are entitled to replace the scheduled speakers in case of need (e.g. due to illness, accident) with other persons equally qualified with regard to the announced topic.

#### **Cancellation of Events**

We reserve the right to cancel events for important reasons. Important reasons are a too low number of participants, illness of the speaker or force majeure. If the number of participants is too low, we will try to inform you at least one week before the start of the event. In all other cases we will inform you as early as possible. If an event has to be cancelled, paid participation fees will be refunded immediately. In the incident of a postponement of an event, you can choose between participation on the date offered as an alternative and the refund of any participation fees already paid. Further claims are excluded, except in cases of intentional or grossly negligent behavior of our legal representatives, employees or other vicarious agents. The same applies to webinars. However, these can still be cancelled up to two hours before the start of the event. If the webinar cannot be held for technical reasons, the full participation fee will be refunded, provided that the webinar has not yet been completed.

#### **Cancellation Conditions**

Face-to-face training sessions / online training sessions / assistance modules:

Cancellation is free of charge up to 10 days before the start of the event. In case of later cancellation, 50% of the participation fee will be charged. After receipt of the digital documents and in case of non-appearance, the total amount will be charged.



#### Webinars:

Cancellations are free of charge until the day before the webinar. In case of later cancellation and non-attendance, the participation fee will be charged in full and you will receive the abstract of the presentation after the webinar.

For both trainings and webinars, you can name a substitute instead of the registered participant at any time. You will not incur any additional costs.

### **Data Storage**

Data transmitted to us will be processed by machine for the purpose of handling your booking and informing you about further events. Your name and company will be made available to other event participants via participant lists. Your data will neither be sold nor given to third parties outside the company. If you do not wish this, you can object to the use of your data for advertising purposes at any time.

#### Liability

Dr. O.K. Wack Chemie GmbH, as the responsible body of the ZESTRON Academy, is liable for damages within the scope of the statutory provisions only in accordance with the following regulations.

The ZESTRON Academy is liable for damages resulting from injury to life, body or health as well as for damages resulting from intent or gross negligence on the part of the ZESTRON Academy or its legal representatives or vicarious agents, as well as for damages in the event of non-compliance with a guarantee given by the ZESTRON Academy or due to fraudulently concealed defects.

The ZESTRON Academy is liable for damages based on a slightly negligent breach of essential contractual obligations by it or its legal representatives or vicarious agents up to the amount of the foreseeable damage typical for the contract. Substantial contractual obligations are obligations the fulfillment of which is essential for the proper performance of the contract and the observance of which the contractual partner may normally rely on.

ZESTRON Academy's liability for other cases of slightly negligent conduct is limited to 25,000.00 Euro per case of damage.

Other claims for damages of the customer are excluded. The provisions of the Product Liability Act remain unaffected.

The limitations of the above provisions shall also apply in favor of the legal representatives and vicarious agents of the ZESTRON Academy if claims are asserted directly against them.



# **Final Provisions**

The place of jurisdiction for all claims arising from the business relationship between the ZESTRON Academy and the training participants towards merchants, legal entities under public law or special funds under public law is the registered office of the ZESTRON Academy in Baar-Ebenhausen.

All business and legal relations between the ZESTRON Academy and the training participants shall be governed exclusively by the laws of the Federal Republic of Germany, with the exception of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Subject to deviating agreements in the individual case, contracts are concluded exclusively in accordance with the General Terms and Conditions of the ZESTRON Academy. Conflicting or deviating terms and conditions of the training participants are not recognized.