



Academy

General Terms and Conditions (GTC)
for training measures of STW by the STW Academy

1 General

These General Terms and Conditions apply to all business relations arising within the scope of training measures between Sensor-Technik Wiedemann (STW) and its customers via the STW Academy. STW offers training measures within the scope of the following courses.

1.1 Standard courses

Standard courses are STW's basic offering and cover the entire STW product range. The current standard courses are included and described in the training catalog published online on STW's homepage (www.stw-mobile-machines.com). The maximum number of course participants is 6 persons. The courses shall be held as agreed by the parties either at the premises of the STW Academy or at the customer's location, subject to clause 1.4 as well as other conflicting regulations or agreements.

1.2 Customer-specific courses

Customer-specific courses are standard courses modified according to the customer's requirements and may include other topics or take specific customer projects into account. The exact course contents and the duration of the training measure are agreed in writing between STW and the customer. The maximum number of course participants is 6. The courses shall be held as agreed by the parties either at the premises of the STW Academy or at the customer's location, subject to Section 1.4 and other conflicting regulations or agreements.

1.3 Special courses and workshops

Other courses and workshops that are to be individually tailored to the needs and requirements of a customer can be requested by the customer from STW. Based on the specifications and wishes (e.g. topic, number of participants, location of the event, etc.) of the customer, STW will try to work out a customer-specific special course or workshop and offer it to the customer.

1.4 Courses over video conference

The courses in sections 1.1 - 1.3 can also be held via video conferencing at the request of the customer and subsequent agreement between the parties. STW shall inform the customer of any restrictions or changes to the course program that may result from holding the course by video conference. When the course is held by video conference, the course participants receive an individual invitation with an electronic link for dialing into the videoconference. Training materials will be made available for download following the conference. The hardware and software requirements for participation in video conferences, which STW shall inform the customer of at the latest as part of the specific course offer when the course is booked in accordance with Section 1.5, must be observed and fulfilled by the customer.

1.5 Course booking

Customers can request individual courses by e-mail. After joint determination of the date and, if necessary, modifications to the content and duration of the course, the customer receives an offer from the STW sales office. With this offer the customer can order the course.

Contact:

Sensor Technik Wiedemann GmbH

Am Bärenwald 6

D-87600 Kaufbeuren

Tel: +49-8341-9505-0

Fax: +49-8341-9505-55

E-mail: akademie@wiedemann-group.com

2 Services and terms of payment

2.1 Courses

STW will conduct the respective booked event according to the description in the training catalog or according to individual agreement. STW reserves the right to deviate from the content of the course to the extent that this is reasonable for the customer. In particular, STW may develop a course further or adapt it to the current state of the technology without prior notice. The course descriptions will then be updated as soon as possible. Nevertheless, deviations between the course description and the actual course content may occur in individual cases. If there is a change in the content or technical aspects of the course between the time the course is booked and the time the course is held, STW is obligated to inform the affected customers of such changes without delay.

The documents handed over at the time of the training and such documents that are made available for downloading in accordance with Section 1.4 following the training are not subject to a change service, i.e. the customer receives the training documents once and finally with the status at the time of the training. The customer has no right to receive updated training documents in the event of future changes to the state of the technology or in the event of training courses and/or content modified and/or further developed by STW..

2.2 Course times

Unless otherwise agreed, courses at the STW Academy begin at 09:00 and end at 17:00.

During this time, the course material is taught in nine 45-minute lessons. Two teaching units can be combined to form a double lesson.

Short breaks are taken between the teaching units. A 30-minute break is provided for lunch.

2.3 Prices

2.3.1 Standard courses

The prices quoted for the standard courses in the training catalog and on the STW homepage are non-binding price offers. The prices stated there apply to the respective training measure, irrespective of the number of participants, with a maximum of 6 participants. A larger number of participants must be requested by customers. A binding price for the training measure is only stated in the binding offer from STW to the customer in accordance with section 1.5.

2.3.2 Customer-specific courses

The prices of customer-specific courses can be found in STW's written offer to the customer pursuant to Section 1.5.

2.3.3 Special courses and workshops

The prices for special courses and workshops can be found in STW's written offer to the customer pursuant to Section 1.5. In particular, this shall also include the costs for training material which, in addition to the equipment of the STW Academy, must be procured or created specifically for such training measures.

2.3.4 Courses via video conference

The prices for courses via video conference are based on section 2.3.1. for standard courses, section 2.3.2. for customer-specific courses and section 2.3.3. for special courses and workshops. In any case, the respective offer of STW according to section 1.5. shall be decisive.

2.3.5 Terms of payment and miscellaneous

Invoices will be issued after the event. The prices stated are net prices and do not include the statutory value added tax. The agreed prices are due for payment net - without deductions - within 14 (fourteen) days of the invoice date.

STW's claim to payment shall remain valid even if the customer does not provide the necessary prerequisites (hardware and software, equipment, devices) for training courses outside the STW Academy or for courses via video conference and the training measure can therefore not be carried out by STW.

2.4 Courses within the facilities of the STW Academy

The following services are included for courses held at STW Academy facilities:

- Training materials (electronically on data carriers, partially printed)
- Use of the facilities in the academy (infrastructure, WLAN Internet connection, technical equipment for practical exercises). If required, a loan laptop can be provided by STW for the duration of the course - after advance notice of at least 14 (fourteen) working days.
- Lunch (at STW's choice in the company canteen or by delivery service)
- Coffee and cold drinks

2.5 Courses outside the facilities of the STW Academy

For courses held outside the STW Academy facilities, the following services are included in the courses:

- Conduct of the course at the agreed location
- Training materials. STW will make these available to the customer in advance by e-mail or as a hard copy.

If courses are held at the customer's location, the customer is responsible for providing adequate premises with equipment suitable for training, e.g. beamer, blackboard, flip chart, etc. Other required on-site equipment, such as STW equipment, test boxes, laptops, etc. will be agreed upon separately. The provision of printed training documents for each participant is the responsibility of the customer.

Any costs incurred for conducting a course outside the facilities of the STW Academy (e.g. travel expenses for the instructor, accommodation costs, allowances, etc.) will be invoiced to the customer and are to be borne by the latter.

3 Course cancellations

3.1 Cancellation on the part of STW

All courses may be cancelled at short notice without notice due to illness of the instructor or other serious reasons. Prior to cancellation, STW will attempt to reschedule the booked course for another date in consultation with the customer. If the customer and/or any other participants are unable to attend the alternative date offered, the customer has the right to cancel the registration free of charge. In this case, any deposits made or participation fees paid in full will be refunded. Further claims are excluded according to the standards of section 4.4.2.

3.2 Cancellations on the part of the customer

Cancellation of participation in courses by the customer is free of charge if it is received in writing by STW Academy at least 14 calendar days before the start of the event. If the cancellation is received later, 50% of the participation fee, less any expenses saved, will be charged to the customer. In the event of non-attendance or premature cancellation, the participation fee will be charged in full, less any expenses saved. The right of the customer to extraordinary termination is not affected by these agreements.

3.3 Hotel bookings and cancellations

STW supports the customer within the scope of its possibilities in finding a hotel for its participants at events in Kaufbeuren; however, this does not constitute a contractual obligation on the part of STW to provide support to the customer. The booking and the cancellation in case of cancellations, non-attendance or premature cancellations are the sole responsibility of the customer.

4 Other applicable regulations, legal conditions and liability

4.1 Safety and accident prevention regulations

The customer is obliged to comply with the safety and accident prevention regulations applicable at the training location of the STW Academy and also to ensure that the course participants comply with these regulations. These are explained at the beginning of the course and can be viewed at the STW Academy training location.

If courses are held at the customer's location, the customer is responsible for compliance with the safety and accident prevention regulations.

4.2 Data protection

The personal data of the data subjects "customer", "course participant" and "invoice recipient" are processed by STW within the scope of the service used (training purposes). Thus, no further consent is required. The legal basis for processing the personal data is the contractual agreement pursuant to Art. 6 para. 1 lit. b) DS-GVO. The data subjects will receive the mandatory information pursuant to Art. 13f DS-GVO separately. In all other respects, section 5 applies.

4.3 Copyright

The training documents as well as other accompanying material transmitted in print or electronically, made accessible via the Internet or provided on data carriers (collectively "training documents") are intended exclusively for the specific person of the respective participant and collectively only for the number of admitted participants. The respective participant shall be granted a simple, non-exclusive right of use to the Training Materials, which shall be limited exclusively to the purpose of self-study. The training documents or parts thereof may not be reproduced, electronically processed, distributed, reprinted, translated, used for internal or external dissemination or passed on to third parties without the express written consent of STW. For the software provided by the STW Academy for training purposes, the respective license conditions apply..

4.4 Liability

4.4.1 Obligations of performance and due diligence

The training courses are always prepared and carried out by the STW Academy with the greatest possible care. They are to be understood as product-oriented training courses in which knowledge in the respective subject areas is imparted in a general manner.

4.4.2 Disclaimer

No liability is assumed for the timeliness, correctness and completeness of the training contents and training documents. The same shall also apply to consequential damages due to the use of possibly incorrect training content and other claims for damages. These exclusions of liability shall not apply to damages resulting from injury to life, limb or health or the breach of a contractual obligation that jeopardizes the achievement of the purpose of the contract (material contractual obligation), which are based on an intentional or negligent breach of duty by the Contractor or a vicarious agent of the Contractor; the same shall apply to other damages based on an intentional or grossly negligent breach of duty by the Contractor or a legal representative or vicarious agent of the Contractor.

4.4.3 Disclaimer for externally conducted trainings

If the customer cannot provide the necessary prerequisites (hardware and software, equipment, devices) for training courses outside the STW Academy or courses via video conference and the training measure can therefore not be carried out by STW (or only to a limited extent at the customer's request), liability on the part of STW is excluded. Should the training nevertheless be carried out due to non-existent prerequisites, or in the case of these at the request of the customer to a limited extent, the customer is obligated to pay the full agreed price.

4.5 Applicable law and place of jurisdiction

This contract shall be governed exclusively by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising from this legal relationship shall be Kaufbeuren.

5 Information on data protection

5.1 General

The STW Academy complies with the legal obligations regarding data protection. In order to carry out the courses and issue the certificate of attendance, the STW Academy processes personal data of the persons concerned / course participants. This processing of personal data is of course carried out within the framework of the legal provisions (in accordance with the Data Protection Regulation DS-GVO). You will find the data protection information as an appendix to these GTCs.

5.2 Processing of personal data

The collection and processing of this data is necessary to ensure the implementation of the training and to be able to contact the course participant promptly in the event of problems.

This data is also used to create the certificate of attendance (course certificate).

Access to the Internet via STW's own WLAN is personal. For the use of certain features of STW's products, Internet access is also required within the scope of the courses

5.3 Collection of statistical data

In order to be able to improve the quality of the courses, completed questionnaires on the participants' impressions of the course are requested.

These questionnaires are anonymous. A personal evaluation of the data is therefore excluded.

6 Export Control Provisions

Insofar as European and/or German laws, (legal) ordinances and/or regulations, U.S. export control law and other export control regulations apply to the provided training documents, the information contained therein and the knowledge imparted by STW, the customer undertakes to comply with these regulations. STW's performance of the contract is subject to the proviso that there are no obstacles to performance on the basis of national and/or international export control regulations or other statutory provisions.

In particular, the customer declares that neither he nor any of the course participants sent by him:

- will use the training material provided, the information contained therein as well as the knowledge imparted by STW for a purpose or the use is permitted for a purpose which is prohibited by the above-mentioned laws and regulations. This includes in particular and without limitation the use for the development, design, production, manufacture as well as proliferation of nuclear, chemical or biological or other weapons of mass destruction including their delivery systems, technologies, know-how and the material or components required for their production as well as for terrorist purposes;
- are named in any of the relevant sanctions and name lists, in particular not in the EU Anti-Terrorism Regulations, the EU Embargo Regulations, the United States Department of Treasury lists of Specially Designated Nationals and Specially Designated Terrorists and/or the United States Department of Commerce Table of Denial Orders;
- directly or indirectly passes on the training material provided, the information contained therein and the knowledge imparted by STW to persons, organizations or institutions included on these lists.