

GENERAL TRAINING CONDITIONS

Last update: 10. March 2020

1. Scope

Participation in seminars, workshops or training offered by SICK (hereinafter referred to as "training") is subject exclusively to these training conditions, unless expressly agreed otherwise in writing.

2. Registration

- 2.1. Registration must be sent to SICK in writing, stating the name of the participant. If the registration was made by phone, the customer must confirm it in writing within 5 days.
- 2.2. The number of participants for training is limited. The incoming registrations are considered in the order of their receipt up to the maximum number of participants. The training participants will be informed of any cancellation due to exceeding the permitted number of participants at least 14 days before the start of the training.
- 2.3. The offers for training from SICK on the Internet or in information brochures are non-binding. By submitting the registration form, the training participant makes a binding declaration to SICK that they want to register for the corresponding training. Only when the participation is confirmed it will be binding for both parties.
- 2.4. The description of the training content corresponds to the status at the time of printing of the current information brochure. SICK reserves the right to make changes due to updates and further developments of the training.

3. Dates and cancellation

- 3.1. SICK reserves the right to cancel the execution of a training confirmed in writing up to 14 days before the scheduled start of the training if the specified minimum number of training participants is not reached. In exceptional cases, the training can be cancelled or rescheduled until just before the start for other important reasons. This is particularly the case in the event of a short-term illness of the speaker or in the event of force majeure.
- 3.2. SICK is free to withdraw from individual training contracts up to 21 days before the planned start of the training, even without giving reasons.
- 3.3. If a training session as a whole or towards individual participants is cancelled for reasons for which SICK is responsible, training fees already paid will be fully reimbursed. If the cancellation is made within the time limits specified in this section 3, further claims are excluded, provided there is no case of intent or gross negligence on the part of SICK. In case of a short-term cancellation, section 8 applies.
- 3.4. SICK reserves the right to refuse registrations from participants if they do not belong to the required target group for the training.

4. Training fees

The training fees will be charged after the training.

5. Scope of services

- 5.1. The training fees include the costs for the training documents.
- 5.2. In the case of training courses that take place at locations organized by SICK, refreshments during breaks and a lunch snack for all-day events are included, unless otherwise stated in the respective training description.
- 5.3. Accommodation and travel expenses of the training participants are not included in the training fee.

6. Accommodation

Upon request, SICK will be happy to assist the training participant in the search for hotel accommodation. The hotel contract is concluded directly with the training participant. Training participants are responsible for paying hotel bills themselves.

7. Cancellation by the customer

- 7.1. Registration for a specific training date is binding.
- 7.2. If the customer cancels a firmly booked training course, the following cancellation fees are payable on the trainings fee depending on the time of cancellation:
 - 0 % - in case of withdrawal at least 21 days before the start of training
 - 50 % - in case of withdrawal at least 5 days before the start of training
 - 100 % - in case of withdrawal less than 5 days before the start of training
- 7.3. If the registered participant is unable to attend the booked training, a replacement participant can be named in writing before the training begins. This rebooking is free of charge.

8. Liability

Claims for damages against SICK are - regardless of the legal basis - in particular e.g. also excluded in the event of loss of clothing or valuable items. This does not apply in cases of intent, gross negligence, culpable violation of essential contractual obligations, culpable injury to life, limb or health or insofar as liability is mandatory according to the Product Liability Act.

9. Training documents

- 9.1. The materials and documents used in the training courses are intended exclusively for training purposes. The compilation of pictures and texts is done carefully, however errors cannot be excluded.
- 9.2. SICK assumes no responsibility for incorrect information in the training documents or as part of the training. Claims for damages in this regard are excluded unless they are caused through gross negligence or willful misconduct.
- 9.3. The training documents are protected by copyright and are intended exclusively for the personal use of the training participants. In particular, passing it on to third parties or using it to conduct further training is prohibited.

10. Certificate of attendance

After completing the training, each training participant receives a certificate of attendance.

11. Obligation

Should a provision of these conditions be or become invalid or void, the validity of the remaining provisions will not be affected. In such a case, the ineffective or void provision is rather to be interpreted, reinterpreted or replaced in such a way that the economic purpose pursued with it is achieved. This does not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

12. Applicable law

Only Austrian law is applied. The place of jurisdiction is Wiener Neustadt.