

General terms and conditions for educational offers of SGS proderm GmbH ("SGS proderm Academy")

Seminars (in particular training and continuing education measures) and other events (in total: educational offers) are generally held in the booked form as face-to-face or live online seminars. If it is not possible to hold the seminars in person, for example due to pandemic-related restrictions, the events will automatically be held as live online seminars via Microsoft Teams, Zoom, GoToMeeting or another video conferencing tool. The SGS proderm Academy undertakes to inform participants of this in good time and to take any necessary measures.

1. Scope

These General Terms and Conditions apply to the implementation of all training courses and any associated teaching materials and additional modules, such as e-learning, which are commissioned or ordered from the SGS proderm Academy.

These GTC apply only to entrepreneurs in the sense of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law from which SGS proderm GmbH has received the order ("Customer").

With the placing of an order with SGS proderm GmbH, these GTC shall be deemed to be accepted, unless the customer expressly objects to their validity when placing the order. Amendments to the GTC shall also become part of current contracts as of their validity if the customer does not object within a period of one month after notification of the amendment despite specific reference to his right of objection. Deviating general terms and conditions of customers shall not be valid and shall not have any legal effect.

2. Registration and order

The registration and/or order by the customer to/from an educational offer can only be made via the website <https://www.sgs-proderm.de/scientific-consulting/academy>. With the registration or order, the customer declares his binding contractual offer to participate in the educational offer and/or to book the ordered seminar. The customer receives a written or electronic registration confirmation from the SGS proderm Academy after verification, whereby the contract is concluded. The execution of the order is also considered as acceptance of the contract. With his registration for a live online seminar, the customer confirms that he has the necessary technical requirements for participation. The access data for live online seminars are only valid for a single user (participant). In the event of misuse, the SGS proderm Academy is entitled to block access.

Participant places are always limited and are allocated in the order in which the respective registration is received.

The customer is obliged to check the order confirmation for correctness of content immediately after receipt. Should it deviate from the customer's order, the customer is obligated to object to the content of the order confirmation within 7 days of receipt vis-à-vis SGS proderm Academy.

3. Participation fees, costs, prices and invoicing

All participation fees and prices quoted by the SGS proderm Academy are net prices per individual participant plus the applicable value-added tax. The participation fee includes - except for live online seminars - catering during the event (lunch, coffee breaks and conference drinks) as well as the conference/work documents, certificates of attendance including certificates of attendance after successfully completing the final test ("certificate"). Course and conference documents are made available in advance a few days before the respective educational offer - usually via download. After participating in the event, the participant receives a written confirmation of participation, and in the case of a successfully completed final test, a certificate. In this respect, the participant is obliged to comply with the examination regulations of the SGS proderm Academy, which will be provided upon request.

The participation fees are due within 14 days after receipt of the invoice without deduction in cash to an account specified in the respective invoice, unless otherwise specified in the invoice. Payment by check, Paypal or credit card is excluded.

Invoicing shall take place exclusively in electronic form and before the start of the respective event, in the case of combination bookings before the start of the first event. Travel, accommodation and catering costs outside the seminar period are - with the exception of catering in accordance with this Item 3 Paragraph 1 - not part of the participation fee and must consequently be paid by the customer/participant directly to the relevant invoicing party and borne by him/herself. In many hotels special conditions apply for participants of SGS's seminars; however, no guarantee can be given by SGS for this and for the availability of hotel rooms.

4. Implementation and cancellations, rebookings

Seminars and other events will only be held after a minimum number of participants has been reached. The customer will be informed as early as possible, usually four weeks before the scheduled start of the seminar, whether the seminar will take place. SGS proderm GmbH is entitled to cancel a seminar for economic or organizational reasons and also reserves the right to change speakers/lecturers/trainers and venues as well as to change dates and the program schedule. The customer will always be informed in good time of any changes that occur. Claims by customers in connection with measures under this section are excluded; furthermore, the customer has no claim to compensation for a seminar day missed by him or his participant.

The trainer appointed by SGS proderm or the lecturer/speaker has the right to exclude individual participants at any time during the execution of the educational offer and in this respect to exercise domiciliary rights, insofar as these disrupt or obstruct the proper execution of the educational offer or violate the respective applicable health and safety regulations.

Cancellations of seminar participation must be made in writing (mail or e-mail).

The customer may cancel his participation in a seminar free of charge, provided that the SGS proderm Academy receives the cancellation no later than four (4) weeks before the start of the seminar. For cancellations received by SGS proderm Academy between four (4) and two (2) weeks prior to the start of the seminar, 50% of the participation fees will be charged as cancellation costs. Cancellations received by SGS proderm Academy later and thus less than two (2) weeks before the start of the seminar will be charged the full participation fee. A cancellation fee does not apply if the participant registers a binding replacement participant at the same time as his/her cancellation.

The start date of an educational offer consisting of several events/seminars is the start date of the first event/seminar in the case of a so-called combination booking. After expiry of the cancellation

period before the start of the first event/seminar, the subsequent events/seminars of the combination booking can no longer be cancelled. A combination booking is the booking of several independent educational offers while claiming corresponding price discounts (combination discount).

Rebooking requests are to be communicated by the customer in writing (e-mail suffices). However, rebookings depend on the result of a case-by-case examination and are therefore only possible on the basis of goodwill on the part of SGS proderm Academy, whereby the customer's wishes will of course be met to the best of our ability.

5. Changes to the educational offer

The SGS proderm Academy is entitled, with sufficient advance notice of at least 14 days before the start of the educational offer, to make content-related, technical, methodological and organizational changes or deviations (e.g. due to changes in the law) to the event as well as to restrict content or replace content. Changes in content will only be made to a reasonable extent and in such a way that there is no change in the essential character of the educational offer.

The SGS proderm Academy is also entitled to replace the scheduled speakers in case of need (e.g. illness, accident, force majeure, i.e. circumstances not culpably caused, such as natural disasters, strikes, lockouts, epidemics or pandemics) with other persons comparably qualified with regard to the announced topic. Changes of lecturers or changes in the course of the event do not entitle the participant to a price reduction or to withdraw from the contract.

6. Liability

If an educational offer is cancelled due to insufficient number of participants or for reasons for which the SGS proderm Academy is responsible, participation fees already paid will be refunded. If the customer has booked several seminars (combination booking), the reimbursement of a partial cancellation will be made proportionately from the total price according to its value. Any further claims are excluded.

The educational offers are carefully prepared and carried out by qualified trainers, lecturers, speakers and learning facilitators. Nevertheless, the SGS proderm Academy assumes no liability for the timeliness, accuracy and completeness with respect to the course and conference materials, the implementation of the educational event and its content. In particular, the SGS proderm Academy assumes no liability for any damages that may arise from the application or transfer of what has been learned and/or taught during educational events.

The liability of the SGS proderm Academy, regardless of the legal grounds, is excluded unless the damage is based on intent or gross negligence or on the simple negligent breach of essential contractual obligations. "Essential contractual obligations" are those obligations that protect the legal positions of the participant that are essential to the contract and which the contract is intended to grant him; essential contractual obligations are also those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose fulfillment the participant regularly relies and may rely. In cases of simple negligence, the amount of any claim for damages shall be limited to the foreseeable damage typical for the contract.

The above provisions on the limitation of liability shall apply mutatis mutandis to any liability of the representatives / bodies and employees / vicarious agents or for any imputed fault pursuant to Section 278 of the German Civil Code (BGB).

SGS proderm Academy is not liable for the loss or theft of items brought to the educational offers by the customer or his employees.

The SGS proderm Academy is not liable for delayed, partially or completely not provided services, if this is directly or indirectly caused by events beyond the control of the SGS proderm Academy (e.g. in case of breach of the customer's duty to cooperate or in cases of force majeure). Accordingly, SGS proderm Academy shall not be liable for impossibility of the contractual performance of the service or for delay(s) in performance, insofar as these are caused by force majeure or other events that were not foreseeable/avoidable at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials and/or energy, transport delays, strikes, lawful lockouts, lack of manpower, lack of energy (e.g. gas shortage situation) or raw materials, difficulties in obtaining necessary official permits, pandemics (e.g. Corona) or epidemics, official measures or the failure to deliver, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by SGS proderm Academy (if possible) are caused for which SGS proderm Academy is not responsible. SGS proderm Academy shall notify the customer thereof without delay. As soon as the impeding circumstances cease to exist, SGS proderm Academy shall notify the customer accordingly and resume the performance of the service without delay, if still possible. If such aforementioned events make it significantly more difficult or impossible for SGS proderm Academy to perform the service and the impediment is not only of temporary duration or the duration of the impediment lasts longer than 3 months (especially in the case of combination bookings), SGS proderm Academy is entitled at its own discretion to withdraw from the contract or to terminate it in whole or in part. If an aforementioned hindrance is of temporary duration, the deadlines for the performance of the service(s) shall be extended or the performance dates shall be postponed in case of doubt at least by the duration of the hindrance plus a reasonable restart period (e.g. after interruption of the gas supply). In the event of termination, the customer shall remunerate the services rendered by SGS proderm Academy up to the termination of the contract on a pro rata basis; otherwise the claim for remuneration of SGS proderm Academy shall lapse. The customer shall not be entitled to any further claims for performance or damages on the occasion of impediments to performance of SGS proderm Academy in connection with one of the aforementioned events.

7. Deadlines

In case of claims for damages, the customer shall notify SGS proderm Academy in writing within three (3) months after discovery of the circumstances giving rise to the damage.

In any case, claims for damages of the contracting parties resulting from breaches of duty of the respective other contracting party shall become statute-barred after 24 months, calculated from the statutory commencement of the limitation period.

8. Copyrights

Lectures, course and conference documents and electronic training media are subject to copyright protection. Reproduction (photomechanical or electronic), distribution or other use of the conference documents is prohibited. They are intended for the personal use of the participants only and may not be passed on to third parties.

Photographs, sound and image recordings are only permitted with the prior approval of the SGS proderm Academy.

All rights to the documents provided within the scope of the educational offers, the certificate of participation and, depending on the seminar, certificates issued or parts thereof remain with the SGS proderm Academy or the respective originator. The customer is entitled to publish the certificate of participation or an issued certificate unchanged in his business premises as well as on his website. Any other reproduction and publication of the documents is not permitted without the prior written consent of SGS proderm Academy.

Certificates of participation as well as certificates may not be changed by the customer.

9. Privacy

The SGS proderm Academy processes the personal data only for the fulfillment of contractual obligations on its own responsibility. Any further processing that constitutes a change of purpose shall only be carried out in compliance with the legal requirements of Art. 6 (4) DSGVO. For this purpose, the SGS proderm Academy provides the customer with the information available at <https://www.sgsgroup.de/datenschutz-kunden>.

Insofar as a customer as an entrepreneur makes the registration and order for his employees, the customer undertakes to inform his employees and other persons concerned about this and to make the data protection information for customers accessible to them.

10. Final provisions

The customer may only offset claims of SGS proderm Academy or assert a right of retention if the customer's counterclaim is undisputed or has been legally established.

Deviations from these GTC as well as changes and additions to a contract concluded between the customer and SGS proderm Academy must be made in writing in order to be effective. This is also ensured in the case of transmission via electronic data transfer (e.g. e-mail). Verbal subsidiary agreements, subsequent changes and additions to the registration or order or to these GTC shall only become effective if SGS proderm Academy has confirmed them accordingly in writing.

Should individual provisions of the GTC be invalid in whole or in part, the rest of the GTC shall remain valid.

The exclusive place of jurisdiction and performance is the registered office of SGS proderm GmbH, i.e. Hamburg. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of international private law.

For complaints or questions regarding educational events, participants may contact us at any time by phone, in writing, or by email at.

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