

General Training Conditions of Tricad GmbH

1. Subject of the contract

These training conditions apply to the contractual relationship between Tricad GmbH (hereinafter referred to as Tricad) and customers regarding the provision of training and seminar services in the form of open seminars as group courses or individual or company training and as in-house seminars (seminars at the customer's premises).

2. Registration, conclusion of contract

2.1 The participants are registered in writing by the customer using a registration form for the seminar and training dates offered by Tricad. The contract is concluded when Tricad confirms the registration in writing. As the number of participants for the seminars is limited, registrations are considered in the order in which they are received by Tricad.

2.2 In the case of in-house seminars ordered by the customer, the contract is also only concluded upon written confirmation by Tricad. It is the customer's responsibility to provide the required number of workstations, software licences as well as suitable presentation technology (e.g. beamer).

3. Changes

3.1 Tricad reserves the right if necessary for important reasons to appoint a suitable substitute speaker, to postpone the date and venue of the event and, if necessary, to adjust the content of the seminar in the light of the needs of the customer or the participants sent by the customer.

3.2 Tricad shall notify the customer in writing of any changes to the date and location of the seminar as well as the content of the seminar immediately, but no later than one week before the scheduled seminar date.

3.3 Notwithstanding the foregoing, Tricad may develop and update the training sessions at any time.

4. Cancellations

4.1 Cancellations of registrations are free of charge up to four weeks before the scheduled seminar date. Cancellations which occur 14-7 days before the scheduled seminar date will be charged with 30% of the fee, cancellations 6-3 days before the scheduled seminar date with 50% and cancellations less than 3 days before the scheduled seminar date with 100%. The nomination of a substitute participant is possible at any time without costs. The customer retains the right to prove that Tricad was able to reach the full number of participants in another way or that it was able to achieve corresponding training income through a substitute measure.

4.2 In the event of a change in the time/place or content of the event in accordance with section 3.2, the customer may cancel the registration free of charge within a period of one week from

receipt of the change notification. In the case of changes to the content, this only applies if the changes are not only of an insignificant nature and impair the services of the event.

4.3 Cancellations must be made in writing. The date of receipt by Tricad is decisive for the observance of deadlines.

4.4 If the number of participants in open group training courses is too low (regularly less than 3 participants) or for a comparable reason, Tricad may cancel the event. In this case, any payments made will be refunded.

4.5 In the event of late payment in accordance with Clause 6.1, there shall be no entitlement to participation. The cancellation conditions remain unaffected.

5. Scope of services

5.1 The scope of services for the open seminars includes seminar documents, use of equipment on the basis of one workstation for two participants, drinks during breaks and lunch. One seminar hour corresponds to 45 minutes; one seminar day corresponds to 6 clock hours. Not included are the travel and other accommodation costs of the participants.

5.2 In the case of in-house seminars, the scope of services is described in the corresponding offer of Tricad. Tricad is not obliged to provide services that go beyond imparting knowledge or training the customer's employees. In particular, Tricad is neither commissioned nor obliged to provide engineering services for the customer, even if the instruction or training is provided to improve the transfer of knowledge on the basis of practical activities in connection with the customer's normal business operations. The Tricad instructor is not obliged to follow the customer's technical instructions but organizes and conducts the training at his own discretion.

6. Prices, payment terms

6.1 In the case of open seminars, invoices will be issued with the written confirmation of registration. Payment is due immediately upon receipt of the invoice and must be received by Tricad at least 7 days before the event date.

6.2 In the case of in-house seminars, the total amount will be invoiced after the services have been rendered. However, Tricad is entitled to issue an invoice in advance according to the scope of services ordered; in this case, section 6.1. p.2. applies.

6.3 The prices in the price list valid at the time of registration plus the applicable VAT shall apply.

6.4 If the customer is in default of payment, Tricad reserves the right to charge corresponding interest on arrears.

6.5 The customer shall only be entitled to offset claims if his counterclaim is undisputed or has been legally established or is based on the same contractual relationship. The customer's rights of retention are excluded unless they are based on the same contractual relationship.

7. Liability

7.1 Tricad will pay damages or reimburse futile expenses, irrespective of the legal grounds (e.g. arising from contractual and quasi-contractual obligations, material defects and defects of title, breach of duty and tort), only to the following extent:

7.2 Liability is unlimited in case of intent, for damages resulting from injury to life, body or health, and to the extent of a guarantee assumed by Tricad.

7.3 In case of other damages (not covered by 7.2) due to gross negligence Tricad is liable to the amount of the typical damage foreseeable at the time of conclusion of the contract.

7.4 In the event of a breach of an obligation due to simple negligence, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely and the breach of which jeopardizes the achievement of the purpose of the contract, Tricad is liable to the amount of the typical damage foreseeable at the time of conclusion of the contract.

7.5 Tricad reserves the right to invoke contributory negligence by the customer. In particular, the customer has the duty to back up data and to prevent malware according to the current state of the art. Tricad is not liable for the loss of data if the customer has not adequately backed up his data on a daily basis and secured it against interventions in the system.

7.6 Tricad's liability is excluded if the speaker or leader merely expresses his or her personal opinion and this is recognisable.

7.7 Tricad is not liable for the success intended by the training, as this depends on the skills and willingness of the customer's employees. Tricad's responsibility is therefore limited to the error-free training measure itself.

7.8 In the event of cancellation in accordance with section 4.2, Tricad is not liable beyond the refund of payments made.

7.9 In the case of in-house seminars Tricad is not liable for the correctness of the work results produced during the training and support. The possible adoption of such results is solely at the risk of the customer, as the activity of the Tricad instructor only serves the purpose of informing and training the customer's employees (Clause 5.2.).

7.10. The above limitations of liability also apply to the personal liability of Tricad's employees, representatives and bodies.

8. Property rights

8.1 Tricad reserves all rights regarding the training materials and documentation or parts thereof, including, but not limited to, those of translation, reprinting and reproduction. Customers and participants are only granted a simple, non-exclusive, non-transferable right of use or exploitation, limited to the purposes of the training of the respective employee. In particular, the training materials and documentation may not, as a whole or in part, be reproduced, distributed, publicly reproduced or used for teaching purposes.

8.2 Technical procedures, developments and findings are communicated without regard to existing patents or other property rights. It is incumbent on the customer and participants to inform themselves about corresponding restrictions before commercial exploitation or use.

9. Limitation period

The customer's claims for warranty and/or damages shall become time-barred one year after the end of the seminar or training if no consumer is involved in the transaction.

10. Final provisions

10.1 The customer's general terms and conditions shall not apply.

10.2 Amendments and additional agreements must be made in writing; this also applies to amendments to this written form clause.

10.3 Participants and customers undertake to comply with the safety regulations applicable at the venue and brought to their attention. The customers shall oblige the participants accordingly.

10.4 The collection, storage and processing of the personal data of customers and participants shall only take place within the legally permissible framework insofar as this is necessary for the implementation of this contract or for the purposes of an existing legal relationship (in any case, first name and surname for the purpose of checking the right to participate; billing data, if applicable). If personal data is to be used beyond this, a separate declaration of consent will be obtained.

10.5 The customer grants Tricad the unlimited right to use its logo, name and a brief outline of its industry solution for advertising, sales and marketing purposes. If the customer does not want this or no longer wants this, he will inform Tricad in writing. In this case Tricad will remove the customer reference from all advertising and marketing material. Tricad is allowed to use up advertising and marketing materials already existing at the time of revocation for a period of 3 months after receipt of the revocation.

10.6 If any provision of these Conditions is or becomes invalid, void or unenforceable, the validity of the remaining provisions of these Conditions shall not be affected.

10.7 German law shall apply with the exception of international codifications such as the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention). Place of performance is Bad Soden/Ts. The place of jurisdiction for disputes is Frankfurt am Main, provided that the customer is a merchant, a legal entity under public law or a special fund under public law and no special place of jurisdiction is provided for by law - e.g. for dunning proceedings. Each party is free to bring an action at the general place of jurisdiction of the other party.

Status: Bad Soden, 01 January 2025