

General Terms and Conditions

As of November 2021

I. Consulting Services and Coaching

1. Scope

The general terms and conditions for consulting services apply to all contractual relationships in which the Reliability Engineering Academy GmbH & Co. KG (hereinafter referred to as the contractor) acts as a consultant, agent or other service provider for others (hereinafter referred to as the client).

2. Conclusion of contract / scope of the work to be performed

The contract is only concluded through the written confirmation of the order by the contractor.

The individual provisions of the respective contract are decisive for the scope of the activities to be performed by the contractor. Unless special regulations have been made there, an activity is owed that corresponds to the principles of proper professional practice. In any case, only the agreed or customary activity is owed, but in no case a specific success.

3. Contract duration / ordinary termination

If no special regulations have been contractually agreed, the contract is deemed to have been concluded for an indefinite period.

The contractual relationship can be terminated by either party by giving six weeks' notice to the end of the quarter in writing. This does not affect the right of both parties to terminate the contractual relationship extraordinarily and without notice for an important reason.

If the contractual relationship is concluded for a certain period of time, ordinary termination before the respective time limit has expired is excluded. This does not affect the right of both contracting parties to terminate the contractual relationship extraordinarily and without notice for an important reason.

4. Obligations of the client

The client is obliged to cooperate insofar as it is necessary for the orderly execution of the order / contract. In particular, the client must hand over to the contractor all documents necessary for the execution of the order / contract in full and in good time so that the contractor has a reasonable processing time. The same applies to the information about all processes and circumstances that may be of importance for the execution of the order / contract.

The client must refrain from anything that could affect the independence of the contractor or his vicarious agents.

The client undertakes to pass on the work results of the contractor only with the contractor's written consent, unless the content of the order / contract already gives consent to the transfer to a specific third party.

5. Remuneration / terms of payment

Remuneration is determined according to the contractual agreements. If there is no specific remuneration agreement, the client owes the amount that is customary in the market for the respective activity.

The contractor is entitled, even without an explicit contractual agreement, to demand appropriate payments on account for the services it has provided. An amount is considered appropriate that corresponds to the scope of the work performed in relation to the contractually owed total work.

All prices are net prices plus the applicable statutory value added tax. The client is not entitled to discount deductions.

6. Remuneration in the event of early termination of the order / contract

If the order / contract ends before its complete execution, the contractor's claim for remuneration is determined by the scope of the activity developed. The contractor is then entitled to demand remuneration that corresponds to the scope of the activity developed in relation to the total scope of activity originally contractually intended.

If the client terminates the contractual relationship extraordinarily for an important reason, the contractor is entitled to claim damages in the amount of 25% of the contractually owed and not yet invoiced remuneration. The client is reluctant to prove that the damage did not occur at all or not in this amount. The assertion of higher claims for damages on the part of the contractor in place of the lump-sum claims for damages remains unaffected.

7. Traveling expenses

In addition to the agreed remuneration, the client reimburses the contractor for all travel costs incurred in connection with his work.

8. Storage and release of documents

The contractor must keep the documents relating to the order / contract for a period of three years after the order / contract has ended. This obligation expires before the end of this period if the contractor has requested the client in writing to receive the files and the client has not complied with this request within three months of receipt.

At the request of the client, the contractor has to surrender the documents at the latest after the completion of the order / contract within a reasonable period of time.

The contractor can make copies or photocopies of documents that he returns to the client.

The documents within the meaning of this provision include all documents that the contractor has received from the client in connection with his professional activity or that he has prepared for him. The surrender obligation does not apply to the correspondence between the contractor and the client and not to the documents that the client has already received in the original or in copy.

II. Training and conference events

1. Scope

These general terms and conditions apply to the implementation of training and conference events of any kind, in particular for seminars, training courses, in-house events, meetings and conferences.

2. Conclusion of contract

The contract is only concluded through the written confirmation of acceptance of the registration or commissioning of the client by the contractor.

Registration or commissioning must be in writing and can be made by fax, post, email or via the contractor's homepage. For events with a limited number of participants, registrations or assignments will be considered in the order in which they are received by the contractor.

3. Rescission / termination by the client

a)

The following applies to events that are intended to be carried out for several contractual partners and that are therefore not specially tailored for one client, in particular for training and conference events for a large number of participants:

The client is entitled to withdraw from the contract or to name a substitute participant. Rescission from the contract must be made in writing. Rescission up to 14 days before the start of the event is possible free of charge. After this period, the full remuneration is to be paid according to the invoice. This also applies in the event of the client failing to appear or breaking off the event prematurely. If you rescission within 14 days before the start of the event, we will send the event documents on request. In the event of a rescission, the client reserves the right to prove that the damage in the amount of the remuneration to be paid has not occurred to the contractor or is significantly lower.

b)

In the case of events that are intended to be carried out for a contractual partner, the client is bound by the contract. This applies in particular to agreed specific company events.

The right of the client to rescission from the contract in accordance with existing statutory provisions in the event of breaches of duty on the part of the contractor remains unaffected. In particular, this does not affect the customer's right to extraordinary termination if there is an important reason.

4. Cancellation of the event by the contractor

The contractor is entitled to cancel a training or conference event, in particular an agreed specific company event, if there are reasons for which he is not responsible, in particular if the lecturer is absent / ill or if the number of participants is too low. The number of participants is usually too low if the event was booked by less than 50% of the number of participants calculated by the contractor. In this case, the participants of the training or conference event will be notified to the address given in the registration. In these cases, payments already made for the event will be reimbursed. Further claims on the part of the client against the contractor, in particular claims for damages, are excluded in these cases.

5. Remuneration / terms of payment

The amount of the remuneration to be paid by the client is determined in accordance with the contractual agreements.

If there is no specific remuneration agreement, the client owes the amount that is customary in the market for the respective activity.

For training services that extend over more than one date, the contractor is entitled to demand reasonable advance payments for the services provided, even without an express contractual agreement. An amount is considered appropriate which corresponds to the scope of the work performed in relation to the contractually owed total work.

The remuneration must be transferred to one of the contractor's specified accounts within 30 days of receipt of the invoice without deduction and stating the invoice number, unless the parties agree otherwise in an individual contract.

The invoice amount for training and conference events includes, in addition to participation in the event, the event documents and catering for all-day events. This does not apply to in-house events.

Any examination and certification fees or costs for additional teaching materials will be invoiced separately by the contractor.

An event cannot be split between several participants. In particular, it is therefore not permissible for several participants to only attend part of an event. A partial booking with a price reduction is only permitted if this has been expressly stated in the program.

Remuneration for training and conference events of any kind does not include any hotel or other accommodation costs. Such costs are to be borne by the client separately and on their own account.

All prices are net prices plus the applicable statutory value added tax. The client is not entitled to discount deductions.

6. Implementation of training and conference events

The content of the training and conference events to be carried out by the contractor is based on the individual contractual agreements or, if such agreements do not exist, on the respective printed program content.

The respective event is carefully prepared and carried out according to the current knowledge and the current state of science and technology.

The contractor reserves the right to make changes to the training and conference content, provided that these do not fundamentally change the objective of the event.

There is no entitlement to complete or partial implementation of a training and conference event by a specific lecturer and at a specific location.

The implementation of a training or conference event at the client's location (in-house event) or at another location specified by the client requires an express contractual agreement. The prerequisite for the implementation of an in-house event is that, in coordination with the contractor, suitable rooms, including technology, are made available by the client free of charge.

The contractor is not liable for the theft or loss of objects that participants bring to the event.

7. Training and conference documents

All property rights, in particular copyrights as well as the copyright regarding the respective training and conference documents, remain with the contractor. These documents and parts of them may not be reproduced and / or passed on to third parties without the prior consent of the contractor. Failure to comply with this agreement obliges the client to pay damages.

8. Contract penalties regulation

If the client uses training or conference documents in violation of the contractor's existing property rights, in particular in the event of inadmissible duplication and / or disclosure to third parties, the client is obliged to pay a contractual penalty of 1,000 euros for each case of infringement. The right of the contractor to claim higher damage instead of the contractual penalty is expressly reserved.

9. Exams

With regard to examinations of any kind that are carried out by the contractor for the client, the contractor's examination regulations apply.

The client is bound to the examination dates specified by the contractor. The client has no claim against the contractor to postpone the examination date specified by the contractor. However, on the event that the client does not participate in the examination date for which the client is not responsible, the client can demand that the test be performed at another mutually agreed date if the organizational effort associated with this is not unreasonable for the contractor and the client accepts the separate test associated additional costs towards the contractor.

III. All contractual relationships

1. Third party participation

The contractor is entitled to use its own staff and / or competent third parties as well as data processing companies to fulfill the order / contract. He is entitled to subcontract to third parties and to have the services to be rendered to the client carried out in whole or in part by third parties.

2. Extraordinary and immediate termination

Each of the contracting parties is entitled to extraordinarily terminate the contractual relationship without notice if the other party has not fulfilled existing contractual obligations within a reasonable period despite a reminder.

In particular, the contractor is entitled to extraordinary termination without notice if, despite a reminder with a reasonable grace period, the client has not paid the contractor's due remuneration or the contractor has not received the information and / or documents necessary for the fulfillment of his order / contract.

As a rule, a period of 14 calendar days is considered appropriate. There is no need to set a grace period if the contractual partner has seriously and finally refused to perform its obligation to perform or if the contractual partner's act of cooperation has become useless due to the passage of time.

3. Liability

Claims for damages resulting from negligence in contract negotiations, positive breach of contract and tort that are not based on an intentional or grossly negligent breach of contract by the contractor or his vicarious agents or vicarious agents are excluded. This does not apply to liability for damage due to injury to life, limb or health or the breach of essential contractual obligations.

Certain properties are only considered guaranteed if they are expressly designated as guaranteed in the contract.

4. Confidentiality / data protection

The contractor is obliged to maintain secrecy about all facts that come to his knowledge in connection with the execution of the services, unless the client has released the contractor from this obligation in writing.

The obligation of confidentiality does not exist if the disclosure of certain facts or circumstances is necessary to protect the legitimate interests of the contractor. In particular, the contractor is released from the obligation of confidentiality insofar as he is obliged to inform and cooperate with the insurer or third parties according to the insurance conditions of his liability insurance.

The contractor is entitled to save data and facts as well as facts that concern the client and to use and exploit them in the context of the performance of the contract.

The client agrees to be included in a reference list of the contractor with his company name.

5. Image and sound recordings

The contractor is only entitled to have photographs, drawings as well as film and video recordings made of events and participants and to use them for marketing purposes if the participant has given his consent.

The participants are not authorized to make sound, film or video recordings of an event or of other participants.

6. Right of retention and refusal to perform / offsetting

The contractor can refuse to continue his activity as well as the surrender of documents, in particular training documents and documents of the client, until he has been satisfied with his due claims for remuneration.

This does not apply if, under the circumstances, the refusal to perform and withholding, in particular due to impending disproportionate disadvantages to the detriment of the client, would violate good faith.

The client is not entitled to assert a right to refuse or withhold performance that is not related to the contractual relationship to which the refusal or retention relates.

A set-off by the client against claims for remuneration by the contractor is only permitted with undisputed or legally established claims.

7. Retention of title

The goods delivered by the contractor remain the property of the contractor until they have been paid for in full by the client.

8. Applicable law / place of jurisdiction / place of performance

German law applies exclusively to the implementation of the contract and the individual claims arising from it.

The place of performance for the services to be provided by the contractor is the agreed place of performance. If there is no agreement on this location, the place of performance is Stuttgart. The place of performance for all other mutual obligations arising from the contractual relationship is Stuttgart, insofar as this can permissibly be agreed between the parties.

The place of jurisdiction for all disputes arising from the contractual relationship is Stuttgart, insofar as this can be permissibly agreed between the parties.

9. Changes and additions to the contract

Changes and additions to the contract, including the general terms and conditions, must be made in writing, whereby the waiver of this written form requirement must also be made in writing.