

General Terms and Conditions for Training Courses

§ 1 General/scope

1. Some of the products we sell are subject to general building authority approval/general design type approval and may therefore only be processed by customers who have the necessary experience with the respective design type. To ensure compliance with these requirements, we provide customers with comprehensive training in advance. We therefore offer specific training courses on the correct processing of our products.
2. Our general terms and conditions apply exclusively. We do not recognize customer's conditions which contradict or deviate from our general terms and conditions. Our general terms and conditions apply even when we make delivery in the knowledge of customer's conditions which are to the contrary or which deviate from our general terms and conditions.
3. As defined in § 14 section 1 BGB (German Civil Code), our general terms and conditions apply to entrepreneurs only.

§ 2 Conclusion of contract

1. Registration for the training course must be made by e-mail or by post using the registration form provided for this purpose. Any informal registration by e-mail or other means will not be considered unless expressly agreed upon.
2. The training course slot shall only be deemed as reserved and bindingly booked once we have confirmed the customer's registration in writing. Up to this point, there is no binding booking for the slot in place, and we may give the slot to other interested parties.
3. All agreements made between us and the customer for the purpose of the execution of the contract are to be made in text form.

§ 3 Prices/ payment conditions

1. Unless agreed otherwise, the applicable prices are those stated on the date of booking.
2. All prices are in euro plus VAT at the legal rate.
3. Payment of the training fee plus any additional services must be made prior to the training course.

4. Claims for payment fall due upon receipt of the invoice. Payment has to be made within 7 days of receipt of the invoice. After the invoice becomes due, interest for delay is calculated at 5%. When default arises, interest for default is calculated at a level of 9 percentage points above the base interest rate. The date of payment is deemed to be the date that we receive the money, or that it is credited to our account. We reserve the right to claim damages going beyond this, in the case of delay or default in payment.
5. We reserve the right to withhold delivery of the training certificate until payment has been received in full, if payment has not been received by the training date.

§ 4 Withdrawal, rebooking, cancellation and refund

1. In the event that a customer does not attend a training course, our claims against the customer remain valid. No refund of payments already made will be granted.
2. Any cancellations must be made in text form.
3. In the event of cancellation, the customer is entitled at any time to name a substitute date or a substitute participant; at no additional cost.
4. Should the customer not make use of the option outlined in § 4.3, the following cancellation conditions apply: Cancellation free of charge is possible up to 14 calendar days before the training date, in which case all payments will be refunded. If the cancellation is made after this period, but no later than 7 days before the training date, a refund of 50% of the amount already paid will be granted. In the event of cancellation later than this, no refund will be granted.
5. The customer is responsible for all bookings made by him independently in connection with the training; such as hotel accommodation, train tickets or flights. Furthermore, irrespective of whether the booking was made on the basis of a recommendation by us, the customer shall in any case remain responsible for cancelling the bookings. Should the customer instruct us to book the hotel, we will do so on his behalf. However, we are not obliged to reimburse the costs incurred for these bookings in the event of cancellation or changes to the training course. Any booking fees invoiced by us shall remain due without restriction, also in the event of any cancellation or rebooking of the training by the

customer, and shall not be refunded even if payment has already been made.

6. We reserve the right to cancel or postpone training courses for organisational or technical reasons, or in cases of force majeure. In such cases, we will propose an alternative date to the customer. If the customer is unable to attend the new date, they have the right to cancel the contract. In this case, any payments already made will be refunded in full.

§ 5 Property rights and copyright

1. Any work documents and/or documentation provided or submitted by us are protected by copyright and must not be reproduced or distributed, not even in part, without our prior written consent.

2. We expressly reserve all rights to documents, results, calculations, evaluations, etc. created and/or drawn up by us; this applies to copyrights and trademark rights, in particular. Our training documents, or parts thereof, must only be used within the context of the customer's personal use.

§ 6 Training content and disclaimer

1. In our training courses, we provide basic knowledge related to our products and product handling. Any processing and use of the products is done at the customer's own risk and discretion.

2. Herewith, we explicitly point out that neither do we vouch for, nor do we owe, any specific training results, or the achievement of any specific goal, as this is, in particular, dependent on the customer's willingness to implement the content of the training course. In our training courses, we provide recommendations for action. The customer is solely responsible for all their decisions made in connection with the products sold by us, especially in relation to product processing.

3. All training certificates issued are personalized, and every certificate is subject to a completed training course (comprehensive participation); as well as full payment of the fees due. It is not possible to split the training certificate among several participants of one customer.

4. Upon completion of the training course, we no longer assume any liability as to whether the training documents provided are up-to-date. The customer is obliged to find out about any amendments or updates to the content. We are not responsible for

informing the customer of any amendments or updates. The customer is solely responsible for ascertaining whether there are any relevant changes to the content.

§ 7 Exclusion and limitation of liability to compensation for damages and for expenses

1. For all claims for compensation for damages and expenses directed against us on the basis of neglect of duty for which we are responsible, regardless of the legal basis, in the case of slight negligence we are liable only when there is an infringement of significant obligations which endangers the purpose of the contract. For the rest, our liability for slight negligence is excluded.

2. In the case of liability as per § 7.1 and of liability without fault, we are liable only for typical and foreseeable damages. A claim for expenses incurred in vain by the customer is not permitted.

3. For damages for delay, in the case of slight negligence we are liable only to a level of 5% of the net order value.

4. The customer has sole responsibility for the use of goods or other services supplied by us. In particular, the customer must observe the safety data sheet, which is enclosed with the delivery. If we have not confirmed in textform specific properties and suitability of our products for a contractually defined purpose, application-related advice is non-binding in every case. We are also liable only to the extent of § 7.1 for advice which was given or failed to be given, and which does not relate to the characteristics and usability of the delivered product.

5. The exclusion of liability as per §§ 7.1 to 7.3 applies to the same extent to the benefit of our agencies, legal representatives, managing and non-managing employees, and other vicarious agents.

6. All claims against us for damages and expenditure expire 12 months after delivery of the goods in the case of tortious liability from the time of knowledge or of gross negligence of the circumstances justifying the claim or of the body liable to make reparation. This does not apply in the case of malice, or in the cases specified in § 7.6.

7. The provisions of §§ 7.1 to 7.5 do not apply in the case of strict liability, if liability exists for damage to life, body, or health, or if a quality guarantee has been accepted or there has been malicious concealment of a defect.

§ 8 Right of retention/offsetting

The customer has a right of retention or offsetting only with regards of such counter-claims which are undisputed or are deemed to have legal effect; this shall not apply to counter-claims resulting out of the same contractual relationship.

§ 9 Force Majeure

1. Definition:

“Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

2. Non-performance by third parties

Where a party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the party may invoke Force Majeure only to the extent that the requirements under paragraph 1 of this Clause are established both for the party and for the third party.

3. Presumed Force Majeure Events

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction, embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;

e) plague, epidemic, pandemic, natural disaster or extreme natural event;

f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;

g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

4. Notification

The Affected Party shall give notice of the event without delay to the other party.

5. Consequences of Force Majeure

A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

6. Temporary impediment

Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

7. Duty to mitigate

The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the contract.

8. Contract termination

Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

9. Unjust enrichment

Where paragraph 8 above applies and where either party has, by reason of anything done by another party in the performance of the contract, derived a

benefit before the termination of the contract, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

§ 10 Data protection

In the course of organising the training courses the data transmitted to us will be processed by machine. Thus, the participants' names may be made accessible to other participants by means of participants lists. Should the customer not agree to this, he is obliged to inform us about this in advance, and in text form.

§ 11 Photos, video and sound recordings

During the training courses, photos, videos and sound recordings will be taken/made. These recordings will be used for internal purposes as well as within the framework of further development of the training content (presentation, and others); afterwards, they will be made available to the other participants of the relevant training course. Should the customer not agree to this, objection must be submitted to us in advance, and in text form. If no objection is submitted, the customer shall not be entitled to claim damages, injunctive relief or any other claims relating to the use of these recordings at a later date.

§ 12 Safety training

1. The customer is obliged to attend the safety training for the relevant premises at which the training course is held.
2. The instructions conveyed in the safety training must be observed for the entire duration of the customer's stay on the premises. In the event of non-compliance with the safety instructions, or non-compliance with other requirements or regulations, or failure to wear the necessary protective equipment, we exclude all liability.
3. Irrespective of, and in addition to, the safety instructions, the customer is obliged to follow the instructions of the responsible staff at all times during their stay on the premises, including while participating in the training course. This includes all safety instructions and proper guidelines required to ensure both the smooth running of the training course, and the safety of all participants.

§ 13 Confidentiality

The customer is obliged to treat as confidential any information made available by us - whether in written, verbal or visual form - as well as any knowledge obtained from us in the course of technical, commercial or organisational trainings. The customer must neither exploit, use nor make available this confidential information to third parties without our prior written consent. Any disclosure is prohibited, including a possible disclosure to third parties within the customer's own company. Furthermore, for the entire duration of the customer's stay on the premises, the customer is strictly forbidden to take any photos, or make any video and/ or sound recordings on its own.

§ 14 Place of jurisdiction/Applicable law

1. The place of execution is our works at Isolastraße 2, 52353 Düren, Germany.
2. The place of jurisdiction is Cologne, Germany. However, we also have the right to institute proceedings against the customer at his general place of jurisdiction.
3. The law of the Federal Republic of Germany applies.

§ 15 Partial ineffectiveness

In the case of ineffectiveness of individual provisions, the rest of the provisions remain fully effective. Instead of ineffective provisions, a regulation applies without further ado which comes closest, within what is legally possible, to what had been financially intended according to the intent and purpose of the ineffective clause. The same shall apply in the event of contractual loopholes.

§ 16 Prevailing German Version

These general terms and conditions shall be interpreted according to German interpretation of law. If the legal meaning of a translation deviates from the German legal meaning, the German legal meaning shall have precedence.

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