

General Terms and Conditions of TRILUX Vertrieb GmbH for Seminars at the TRILUX Akademie

1. General

1.1. The TRILUX Akademie of TRILUX Vertrieb GmbH, Heidestraße 4, 59759 Arnsberg, Germany ("TRILUX Akademie") provides open seminars and seminar-like events such as theme days for participants exclusively under the following General Terms and Conditions ("GTC").

1.2. Conflicting, deviating or supplementary general terms and conditions of the participant shall only become part of the contract if and to the extent that we have expressly agreed to their validity. In the case of individual agreements made in individual cases, the written contract or our written confirmation shall be authoritative.

2. Registration

2.1. Binding registration can be made in writing by post to the TRILUX Akademie at TRILUX Vertrieb GmbH, Heidestraße, 59759 Arnsberg, Germany, by email to akademie@trilux.com or on the Internet at www.triluxakademie.com.

2.2. When registering via the Internet, the participant will receive an automatically generated confirmation of receipt at the e-mail address provided during registration. Subject to system errors and the provisions of section 7. , this is deemed to be confirmation of registration. The number of participants is limited. We will try to offer an alternative date for registrations that exceed this number. However, there is no legal claim. Approximately four weeks before the event, the participant will receive an email with further information about the event.

2.3. Confirmations of registration sent by remote data transmission, by EDP printout and electronically are also valid without signature.

3. Seminar content

The seminar content, location, date and the respective requirements are presented in the respectively valid seminar description on the Internet and/or in the seminar catalogue.

4. Services

Unless otherwise stated in the seminar description, the following services will be provided:

- Implementation of the seminar at the agreed location on the agreed date;
- Drinks during breaks, for full-day seminars incl. lunch snack;
- Use of seminar rooms of the TRILUX Akademie;
- One set of seminar documents per participant, if provided for in the seminar description;
- Certificates of attendance on request or if specified in the seminar description

Unless otherwise stated in the seminar description, travel, board, lodging and accommodation costs are not part of the contractually owed service.

5. Prices, terms of payment

5.1. The net prices can be found in the respective seminar description and do not include statutory value added tax.

5.2. The invoices of the TRILUX Akademie are due for payment before the start of the event and at the latest 14 calendar days after the invoice date, without deduction. If the participant does not pay within 14 calendar days from the invoice date, he/she will be in default without a reminder.

5.3. The participant shall only be entitled to offset counterclaims that are undisputed, legally established or ready for decision.

6. Withdrawal by the participant

If participation is prevented, immediate written cancellation is required. In the event of cancellation up to ten calendar days before the start of the event at the latest (receipt by the TRILUX Akademie), cancellation will be free of charge. In the case of cancellations received by the TRILUX Akademie up to five working days before the start of the event, we will charge a cancellation fee of 50 % of the seminar price. In the case of later cancellations, seminar exclusion (see clause 7.) or non-participation, the full invoice amount must be paid. The participant may name a suitable substitute participant free of charge. Partial or daily withdrawal from an event and partial or daily replacement participation are not possible.

7. Subject to change, cancellations by the TRILUX Akademie

7.1. We reserve the right to make minor deviations with regard to location, date, content and trainer, as well as adjustments to the current state of technology and science.

7.2. We reserve the right to appoint a substitute trainer or to postpone the event to an alternative date for important reasons such as force majeure, illness or the inability of the trainer/lecturer to attend. If no reasonable alternative date can be found, we reserve the right to cancel the event with refund of the seminar fee. In cases of cancellation for good cause and in cases of necessary changes, notification will be made as early as possible.

7.3. If a minimum number of participants is not reached, we reserve the right to postpone the event to an alternative date or to cancel it up to 10 calendar days before the scheduled event date. In this case, the participant has the option to rebook free of charge and, if this is not possible or not desired, to request reimbursement of the seminar fee.

Further claims against the TRILUX Akademie are excluded. This does not apply in the event of intent or gross negligence on our part.

8. Safety rules and house rules, exclusion from seminar

The participant is obliged to comply with the safety rules and house rules during the stay in the premises of the TRILUX Akademie. In the event of non-compliance or sustained disruption of the event, the TRILUX Akademie is entitled to exclude the participant from the event.

9. Copyright

All property rights and copyrights to all media, teaching materials and seminar documents remain with the TRILUX Akademie or the trainer. The respective copy of the seminar documents or media/software provided and the access authorisation granted is bound to the participant person and may not be reproduced.

10. Liability

Insofar as nothing to the contrary arises from these General Terms and Conditions including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. We shall only be liable for compensation of damages or reimbursement of futile expenses caused by the TRILUX Akademie, its legal representatives or vicarious

agents in the event of intent or gross negligence or in the event of culpable breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner relies and may also rely (cardinal obligations). In the latter case, liability shall be limited to the foreseeable damage typical for the contract. The limitations of liability shall not apply insofar as we have assumed a guarantee for the procurement, in the case of claims under the Product Liability Act and for damages arising from injury to life, limb or health.

11. Place of jurisdiction and governing law

- 11.1. These General Terms and Conditions and all legal relationships between us and the participant or registrant shall be governed by the laws of the Federal Republic of Germany to the exclusion of all international and supranational legal systems, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.2. If the participant or applicant is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Arnsberg. However, we are also entitled to bring a claim at the general place of jurisdiction of the participant or applicant.
- 11.3. In the event of translations of these General Terms and Conditions into other languages, the German version shall be deemed as authoritative.

Unless otherwise agreed, the place of performance shall be Arnsberg.

12. Quality

For quality assurance purposes, participants receive an evaluation form to fill out. The forms are evaluated by computer and the overall evaluation is forwarded to the respective trainer.

13. Advertising by e-mail

If you have made an event booking, e.g. for a seminar, theme day or webinar, or have purchased goods and services from us, we are entitled to send you information about our own similar goods and services to the email address provided at the time of purchase (§ 7 III UWG [Law Against Unfair Competition]). You may object to this use of your e-mail address at any time, either in whole or for individual measures, e.g. via an unsubscribe link in the e-mail, by fax, letter or e-mail, without incurring any costs other than the transmission costs according to the basic rates.

14. Privacy policy

Data received about the participant in connection with the conclusion of the contract will be stored and processed in accordance with the Data Protection Act to the extent necessary for execution of the contract.

Further applicable data protection information on the processing of your data can be found online at:

<https://www.trilux-akademie.com/de/footer/datenschutz/>.

Cancellation policy for consumers

You may revoke your contractual declaration in text form (e.g. letter, fax, email) within 14 days without stating reasons. The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfillment of our information obligations pursuant to Article 246 § 2 in conjunction with § 1 Paragraphs 1 and 2 EGBGB [Introductory Law to the Civil Code] and not before fulfillment of our obligations under

§ 312g Paragraph 1 Sentence 1 BGB [German Civil Code] in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to:

TRILUX Vertrieb GmbH

TRILUX Akademie Heidestrasse 4

59759 Arnsberg, Germany

via email to akademie@trilux.com

Consequences of revocation

In the event of an effective revocation, the services received by both parties must be returned and any benefits derived (e.g. interest) must be surrendered. If you are unable to return or surrender the received service and benefits (e.g. benefits of use), or are only able to do so in part or in a deteriorated condition, you must compensate us for the loss of value. This can lead to the fact that you must nevertheless fulfil the contractual payment obligations for the period up to the revocation. You only have to pay compensation for the deterioration of the goods if the deterioration is due to the handling of the goods which goes beyond the examination of the characteristics and the functionality. By "examination of the characteristics and the functionality" we mean testing and trying out the respective goods, as is possible and customary in a shop for example. Goods that can be sent by parcel post are to be returned at our expense and risk. Items that cannot be sent by parcel post will be collected from you. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with dispatch of your revocation, for us with its receipt.

Special information

Your right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of withdrawal.