

## General Terms and Conditions for Learning Services at OffTEC

Valid from 01.09.2019

### 1. Subject matter of the contract, offers and orders

(1) The contractual partner is OffTEC Base GmbH & Co. KG with registered office in 25917 Enge-Sande, Lecker Strasse 7, hereinafter referred to as OffTEC

(2) The type and scope of the learning services to be provided by OffTEC are set out in detail in the corresponding offer along with the service description, which is an integral part of the contract. All learning services are provided in German. Learning services can be offered in English on request. Written offers are valid for 30 days from the date of the offer, unless the offer specifies a different deadline or other written agreements have been made between the client and OffTEC.

(3) Unless otherwise agreed between the contracting parties in individual cases, the place where the services are to be provided shall be Lecker Str. 7, 25917 Enge-Sande, Germany.

(4) OffTEC is responsible for the provision of the learning service, but not for the success or outcome of the learning.

(5) Only orders for services for which OffTEC has issued a written order confirmation or the client's written confirmation of an OffTEC offer are binding.

### 2. Conditions and description of participation

(1) Participants must wear suitable work clothing and safety shoes appropriate for the courses booked, unless otherwise stated in the respective booking confirmation, and must understand the language of the course. Participants who do not meet these requirements can be excluded from the course.

(2) Participants must be of legal age and in good and unimpaired health.

(3) Participants must observe the safety and accident prevention regulations of the DGUV (German Statutory Accident Insurance) pursuant to Regulations 1 and 2 as well as the instructions given by the client / instructor. In case of non-observance or multiple and gross disruption of the course, this may lead to the exclusion of the participant.

The rules and regulations of the DGUV can be viewed at [www.dguv.de](http://www.dguv.de).

(4) For safety reasons, no learning service can be provided inside the wind turbine in the event of weather-related events such as ice formation, stormy weather and wind speeds in excess of 10 m/s at hub height.

(5) In the event of exclusion pursuant to Item 2, the remuneration shall still be paid in full.

(6) OffTEC issues a certificate of attendance or a course certificate at the end of the course. The period of validity of the certificate is stated on the certificate. Certificates will only be issued if the participants' attendance in the course has been 100% and they have successfully completed the course in accordance with the requirements of the regulating institutes and associations. This can be verified by subsequent learner follow-up checks or ongoing behavioural observations.

### 3. Registration

(1) Before the start of the learning service, the client shall bindingly register the participants in written form with the fully completed valid registration form or by online booking.

### 4. Confirmation of registration

(1) OffTEC shall confirm the registration in written form to the client before the start of the course. The confirmation confirms the registration and contains important course details, the address of the training location, the confirmation of the payment due, training dates and other relevant information.

(2) If no free places are available on the desired date, OffTEC will inform the client of available places on the waiting list and make a proposal for an alternative course date. The alternative course date is booked if the client confirms the alternative course date in written form. Otherwise, any course fees already paid will be refunded.

### 5. Cancellation by participants

(1) For bindingly registered participants, the client may cancel or postpone the booked learning service free of charge in written form up to 12 days before the start of the training course at the latest, or replace a participant, unless otherwise stated in the learning service offer.

(2) In the event of a later cancellation up to 7 days before the start of the course, OffTEC is entitled to charge 50% of the agreed remuneration.

(3) If the cancellation is made 6 days or less prior to the commencement of the course, OffTEC will charge 100% of the agreed remuneration. The date on which OffTEC receives the cancellation in written form shall apply.

(4) A free exchange of participants is possible in written form up to 2 days before the start of the training course.

#### Tabular overview

Reason	Billing
Cancellation up to 12 days	Free of charge
Cancellation 11 days to 7 days in advance	50%
Cancellation 6 days and less	100%

#### 6. Subject to alteration and cancellation by OffTEC

(1) OffTEC reserves the right to change the training location, to postpone or cancel learning services or to appoint another person responsible for the course on the same day for objectively justified reasons (e.g. too few participants, weather-related events [see 2.(4)], force majeure, illness of the person responsible for the course [without replacement being found] or other circumstances for which OffTEC is not responsible). Changes are only permissible if they are reasonable for the client. Furthermore, OffTEC may cancel if an agreed down payment has not been made even after a reasonable period of grace.

(2) The client will be informed immediately about the change or cancellation. OffTEC may offer an alternative date, in which case a rebooking is possible free of charge. If no rebooking can be made, no remuneration will be charged in the event of cancellation of the learning service for the reasons stated above. In the event of justified changes or cancellations by OffTEC, the client shall not be entitled to compensation for expenses or damages.

(3) OffTEC reserves the right to adapt and further develop the educational offer in order to ensure that the learning objectives are achieved and to reflect the current state of the learning requirement; the learning content may therefore deviate in details from the learning content contained in the description. This only applies if such changes are reasonable for the client. The client cannot derive any claims from this.

(4) OffTEC is entitled to also provide learning services with cooperation partners in accordance with the provisions of this contract (see also 11.2 and 13.3).

#### 7. Remuneration and payment

(1) The amount of remuneration, in particular in the case of customer-specific learning services, shall be determined by OffTEC's offer. The remuneration (net / gross) is stated in euros.

(2) Unless otherwise stated in the offer, the prices include course material, course facilities and equipment. Additional costs, e.g. for necessary journeys and any external overnight stays required are not included in the remuneration and are borne by the client himself.

(3) If, in order to compensate for increases in personnel or other costs, the customary OffTEC list rates are increased, OffTEC may increase the prices of this learning service contract that are not yet due accordingly, insofar as they are impacted by the cost development. An increase of the billing rates for services rendered within 4 months after conclusion of the contract is excluded.

(4) Invoices from OffTEC are payable immediately after receipt of the invoice without deduction.

#### 8. Materials and transport, copyright

(1) The daily transport of the participants to and from the training location is not part of the scope of services and must be organised by the participants themselves.

(2) The course materials used are protected by copyright. It is prohibited to duplicate, have duplicated, distribute or have distributed these course materials in whole or in part or to use them for other purposes. Any infringements can be prosecuted under civil, copyright and criminal law.

#### 9. Qualitative impairment of performance

(1) The statutory warranty rights for defects shall apply.

#### 10. Liability

(1) OffTEC shall be liable for personal damage for which OffTEC is responsible (injury to life, body or health) and, in the event of material damage for which it is responsible, shall reimburse the cost of restoring the items up to an amount of EUR 5,000,000 per damage event. In the event of damage to data carrier material, the obligation to indemnify does not include the cost of recovering lost data and information.

(2) Further claims for damages or reimbursement of expenses by the customer than those expressly stated in this contract, irrespective of the legal basis, in particular claims due to interruption of operations, loss of profit, loss of information and data or consequential harm caused by a defect are excluded, unless liability is mandatory, e.g. under the Product Liability Act or in cases of intent, gross negligence or due to breach of essential contractual obligations. Damages or reimbursement of expenses due to breach of essential contractual obligations shall, however, be limited to the foreseeable damage typical for the contract, unless intent or gross negligence is involved.

(3) The client is liable for his participants to the same extent as described in 10.1 and 10.2.

(4) A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions in Sections 10.1 and 10.2.

(5) Data protection claims are not covered by this liability provision.

#### **11. Confidentiality, subcontracting**

(1) The contracting parties shall use all documents, information and data received, which are designated as confidential, only for the execution of this contract. As long as and insofar as they have not become generally known, the contracting parties shall treat the aforementioned documents and information confidentially towards third parties not involved in the execution of the contract. These obligations shall remain in force even after termination of the agreement.

(2) OffTEC may award subcontracts but must impose corresponding obligations on the subcontractors under Section 11.1.

#### **12. Data protection**

(1) Should personal data (e.g. name, address, eMail address) be gathered, OffTEC undertakes to obtain your prior consent. OffTEC will not pass on any data to third parties without your prior consent.

(2) We would like to point out that the transmission of data on the Internet (e.g. by eMail) can have security gaps. Accordingly, error-free and trouble-free protection of third party data cannot be completely guaranteed. Our liability in this regard is excluded.

(3) Third parties are not entitled to use contact data for commercial activities, unless the provider has given the party concerned prior written consent.

(4) You have the right at any time to receive complete and free information about the data stock concerning you.

(5) Furthermore, the user has the right to correction or deletion of data and/or restriction of processing, insofar as no justified interests or legal requirements according to DS-GVO contradict.

(6) In accordance with DS-GVO, all data processing procedures are subject to the specifications of our data protection concept.

#### **13. Reservations, export licence, transfer of contractual rights and obligations, ancillary agreements**

(1) The fulfilment of the contract by OffTEC is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law, as well as no embargos and/or other sanctions.

(2) The export of the contractual objects and the documents may - e.g. due to their nature or purpose of use - be subject to the obligation to obtain an export licence.

(3) OffTEC can currently assign claims arising from this contract to third parties. Furthermore, OffTEC may transfer rights and obligations from this contract to a third party if the client does not object in writing within four weeks of receipt of a corresponding notification or revokes the order free of charge; OffTEC will refer to this in the notification.

(4) Supplementary agreements must be made in writing.

(5) Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

#### **14. Applicable law, legal venue**

The legal venue for any disputes arising out of or in connection with the learning service shall be Niebüll Local Court if the client is an entrepreneur within the meaning of §14 BGB (German Civil Code).