



Mercedes-Benz Tech Motion GmbH

## General Training Conditions of Mercedes-Benz Tech Motion GmbH

(last revised: 28.02.2023)

Exclusively for use with business persons acting in the exercise of their commercial or independent professional occupation on conclusion of the agreement.

### I. General

1. All services, including those arising from future transactions and from all contracts concerning the provision of training-related advice and information and training courses by Mercedes-Benz Tech Motion GmbH to Customer, are governed exclusively by the following terms and conditions. General terms and conditions of Customer that deviate from, are in conflict with or are supplementary to these terms will only become a part of the contract if and training courses by Mercedes-Benz Tech Motion GmbH has explicitly consented to their application. This consent requirement applies in all cases, including when Mercedes-Benz Tech Motion GmbH, being aware of the terms and conditions of Customer, renders the services to Customer without reservation.

2. Individual agreements reached with Customer in individual cases (including side agreements, additions and amendments) have precedence over these terms and conditions. A written contract or written confirmation from Mercedes-Benz Tech Motion GmbH will be regarded as proof of the content of such agreements, unless other evidence to the contrary is provided.

3. Customer bears the risk of errors in the communication of bookings or instructions. Customer is obliged to notify by Mercedes-Benz Tech Motion GmbH of changes to its email address immediately. If this is not done, Customer itself will be responsible for misdirected communications.

4. Mercedes-Benz Tech Motion GmbH will only take on additional services to be supplied in connection with the subject matter of the order if these have been separately agreed. These General Training Conditions also apply to such additional services, unless special terms have been agreed for such services in each case.

### II. Formation of Contract

1. The service offers provided by Mercedes-Benz Tech Motion GmbH are always subject to change without notice and non-binding. Mercedes-Benz Tech Motion GmbH reserves the right to make changes to any service descriptions as a result of technical innovations.

2. The booking of training courses by Customer constitutes a binding offer to enter into a contract.

3. A registration by Customer is deemed to have been accepted when an invitation to a training course is issued by Mercedes-Benz Tech Motion GmbH. A confirmation of the receipt of the registration form does not constitute a binding acceptance of the booking by Mercedes-Benz Tech Motion GmbH.

4. Registrations for training courses are to be made in writing by post, email or fax using the booking form provided by Mercedes-Benz Tech Motion GmbH on its website.

5. Registration is deemed to constitute acceptance of these General Training Conditions.

6. Registration requires Customer to notify Mercedes-Benz Tech Motion GmbH of the last name, first name, date of birth, email address, telephone number of the participants and the supplier number of the Mercedes-Benz AG. Mercedes-Benz Tech Motion GmbH is entitled to refuse to register a participant.

### III. Fees

1. The participation fees quoted in the course description on the Mercedes-Benz Tech Motion GmbH website at the time of booking are applicable. The participation fee does not include value added tax at the statutory rate. Customer will be invoiced for the participation fee per participant. Participation fees include the delivery of the training course, handouts for participants and use of technical facilities for each participant. The costs for accommodation,



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meals and daily expenses are not included in the training price.

2. Participants who only attend part of an event are not entitled to any reduction in price.

3. By registering participants with Mercedes-Benz Tech Motion GmbH, Customer acknowledges that it is liable to pay the costs thereby incurred.

### IV. Terms of Payment

1. Fees are payable immediately and in full after all services have been provided and the invoice has been sent to Customer.

2. Customer may offset counterclaims against claims of Mercedes-Benz Tech Motion GmbH only if Customer's counterclaim is uncontested or if entitlement has been confirmed by a non-appealable court decision; Customer may only exercise a right to withhold payment in so far as it is based on claims arising from the order.

### V. Training Services and Use of Speakers

1. Mercedes-Benz Tech Motion GmbH reserves the right to substitute equivalent replacement speakers/trainers for the advertised speakers/trainers at all events and to make the necessary changes to the seminar/training program while maintaining the overall character of the event.

2. Mercedes-Benz Tech Motion GmbH also reserves the right to change dates and venues, provided that sufficient notice is given. In this case Customer will be entitled to cancel in writing within one week of receiving the notice, without incurring cancellation charges.

### VII. Withdrawal Rights of Mercedes-Benz Tech Motion GmbH

1. Mercedes-Benz Tech Motion GmbH may withdraw from the agreement if a minimum number of participants, which is dependent on the type of event, is not reached, or if the event has to be canceled due to illness of the trainer/speaker, or for reasons beyond the control of Mercedes-Benz Tech Motion GmbH. Before exercising its right of withdrawal, Mercedes-Benz Tech Motion GmbH will seek to re-book the participant(s) for an alternative date and/or an alternative venue, so far as this is possible and Customer agrees to this.

2. Mercedes-Benz Tech Motion GmbH is further entitled to withdraw if Customer or a participant of Customer has

breached any of the provisions of this agreement. Mercedes-Benz Tech Motion GmbH also reserves the right to exclude participants who have supplied incorrect information.

3. If there is doubt as to the credit standing of Customer at the time the agreement is entered into, such that the settlement of the outstanding fees, including those yet to be incurred, is in jeopardy, Mercedes-Benz Tech Motion GmbH is entitled to withdraw from the agreement after giving notice of its intention to do so. Customer is deemed to have an insufficient credit standing if Customer fails to pay a due invoice despite having been sent a reminder.

### VIII. Cancellation Rights of Customer

1. In the event of cancellation by Customer 15 calendar days or more before the start of the event, no participation fees will be charged. In the event of cancellation within 14 calendar days of the start of the event, the full participation fee will be charged. However, Customer is entitled to prove that Mercedes-Benz Tech Motion GmbH has suffered no damage or loss as a result of the cancellation, or that the damage or loss suffered is significantly less than the full participation fee.

2. Customer is entitled at any time to nominate an appropriately qualified substitute participant from its organization, provided that such participant meets the requirements for the training being offered.

### IX. Liability

1. If, according to these terms and conditions Mercedes-Benz Tech Motion GmbH is to be held responsible under the statutory provisions for damage or loss caused by simple or gross negligence, the liability of Mercedes-Benz Tech Motion GmbH will be limited as follows: Mercedes-Benz Tech Motion GmbH will be liable only for the breach of material contractual obligations and this liability will be limited to the typical damage or loss foreseeable at the time the contract is signed. In the event of simple negligence and so far as the damage or loss is covered by insurance taken out by Customer for the type of damage or loss suffered (excluding fixed-sum insurance), Mercedes-Benz Tech Motion GmbH will only be liable for any associated disadvantage suffered by Customer, e.g. increased insurance premiums or the interest charges / interest income foregone until such time as the claim is settled by the insurer. Mercedes-Benz Tech Motion GmbH will not be liable for any damage or loss caused by a defect in the subject matter of the order as a result of simple negligence.



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2. The aforementioned limitations of liability do not apply in the event of death or personal injury. Nor do they apply in the event of damage or loss caused through the gross negligence of Mercedes-Benz Tech Motion GmbH's statutory representatives or senior managers.

3. Regardless of the issue of fault, the foregoing will not prejudice the liability of Mercedes-Benz Tech Motion GmbH in the event of the fraudulent concealment of the defect, Mercedes-Benz Tech Motion GmbH has provided a warranty or accepted a procurement risk or is liable under the terms of the German Product Liability Act.

4. The statutory representatives and company personnel of Mercedes-Benz Tech Motion GmbH, and agents engaged by Mercedes-Benz Tech Motion GmbH to assist it in the performance of its obligations (agent), will bear no personal liability for any loss or damage caused by their own simple negligence. Otherwise, the liability provisions applicable to Mercedes-Benz Tech Motion GmbH apply *mutatis mutandis*.

5. Customer is obliged without undue delay to report damage or loss for which Mercedes-Benz Tech Motion GmbH is liable and, on request, to have Mercedes-Benz Tech Motion GmbH record the extent of such damage or loss.

### X. Health and Safety

Customer is obliged to comply with the safety and accident prevention regulations in force at the venue.

### XI. Copyrights

Mercedes-Benz Tech Motion GmbH reserves all rights, including those in respect of translation, reprinting, and reproduction of participant handouts (such as audio and visual recordings of training courses or of consultancy assignments or other training documentation). No part of the participant handouts may be copied, distributed, used for public broadcast, or reproduced in any form, in particular using electronic systems, without prior written permission, not even for teaching purposes. The copyright protection also extends to software used by Mercedes-Benz Tech Motion GmbH in its seminars. The aforementioned provisions apply *mutatis mutandis* to work that is produced as the result of a consultancy assignment and enjoys copyright protection.

### XII. Privacy

Mercedes-Benz Tech Motion GmbH is entitled – for the purposes of training and of planning training and as part of its certification activities – to process and use the data supplied by the participant upon establishment of the agreement, during online registration, and in connection with the training course. Stored personal data may only be passed on to a third party with the consent of the participant. Customer is responsible for ensuring that the processing of data of participants for whom it has made a booking is permitted under data protection laws.

### XIII. Jurisdiction and Governing Law

1. The courts of Stuttgart have exclusive jurisdiction over all present and future claims arising from the business relationship with business users, including bill-based and check-based claims. The same place of jurisdiction applies if Customer has no general place of jurisdiction in Germany, if it moves its domicile or place of habitual residence abroad after establishment of the agreement, or if its domicile or place of habitual residence is unknown at the time the action is filed.

2. The law of the Federal Republic of Germany applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

### XIV. Severability Clause

If one of the aforementioned provisions is invalid, the Parties are obliged to agree a valid provision that comes as close as possible to the invalid one. The legal invalidity of some of the aforementioned provisions does not affect the validity or content of the remaining provisions.