

Terms and conditions of participation for training courses at the KARL MAYER Academy (updated 14.03.2024)

1. Scope

These terms and conditions of participation apply to all services provided by following group companies of KARL MAYER Group¹ ("**KARL MAYER**") within the scope of training courses offered to entrepreneurs as well as authorized individuals (students) at the KARL MAYER Academy (the "**Customer**"). The contractually agreed services are specified in the respective individual training plans.

2. Registration

For all KARL MAYER training events at the KARL MAYER Academy a prior registration is required. Registration can be made online via booking portal accessible via karlmayer.com or by email.

Registration online:

General registration via www.academy.karlmayer.com

Special training requests:

For special bookings please send a request via this [questionnaire](#)

The registration constitutes the submission of a binding offer to participate in a training by the Customer. The registration must include the first and last names as well as further contact details of the individual participants, the company, their function and department in the company as well as the billing address and VAT number. All registrations are binding as soon as they have been received by KARL MAYER by phone, e-mail or online. KARL MAYER can accept the offer within 5 working days by sending a registration confirmation by e-mail.

3. Scope of services and participation fees

KARL MAYER 's services include running the training event according to the individual training plans as well as the corresponding additional services (e.g. training materials). KARL MAYER offers different training forms - classroom training, webinar or e-learning training. No specific training success is guaranteed. The training materials provided as part of the training event are prepared to the best of our knowledge and belief. Liability and warranty for the correctness, topicality and completeness of the contents are excluded.

The participation fee covers participation in the training, as well as, depending on the form of training, the corresponding additional services which are specified in the individual training plans. All prices are net plus the statutory VAT.

Invoicing by KARL MAYER is made after confirmation of registration. For classroom training, webinars and e-learning trainings, the entire invoice amount is due upon receipt of the invoice.

4. Cancellation

The registration of an instructor lead training (classroom training or webinar) can be cancelled free of charge in the booking portal or in text form (e-mail) up to 7 days before the start of the training. In case of cancellation within this period, KARL MAYER will refund the total payment paid.

After this period, a processing fee in the amount of 20% of the total amount must be paid, a refund of 80% will be made in this case.

¹ KARL MAYER STOLL Textilmaschinenfabrik GmbH; KARL MAYER Technische Textilien GmbH; KM.ON GmbH

Registration of a substitute participant is possible before the start of the training, but no later than 2 working days before the start of the training to be addressed via e-mail to academy@karlmayer.com.

In case of cancellation 2 working days before the start of the training or later, no-show at the training as well as no registration of a substitute participant, the entire invoice amount is to be paid, no refund will be made.

The registration for an e-learning is not cancellable.

5. Place of the training (classroom training)

The training location for classroom training is specified in the individual training plans regularly at one of KARL MAYER Group's locations. Upon entry to the KARL MAYER Group premises, the participant will be informed separately about the applicable regulations and rules for appropriate behavior of visitors and must observe them.

In individual cases, a different training location can be agreed separately.

If you have booked a training in your company, please note that the trainer is only there to train your staff only. He will not take over other tasks like fixing machines or work in your production.

6. Program changes and cancellation of trainings by KARL MAYER

A training can be postponed, changed or canceled for good cause. There is good cause in particular, if only a small number of participants (under 4 registered participants until the closing date) is registered, organizational obstacles appear - (illness or loss of a trainer), as well as with events, out of responsibility of KARL MAYER which hinders the training (force majeure, e.g. pandemics).

In case of falling short of the minimum number of 4 training participants, KARL MAYER will endeavor to communicate the postponement or cancellation of the training in due time before the scheduled start of the training. If a training event is cancelled, any participation fee already paid will be refunded. Further claims, in particular claims for damages (such as cancellation fees for travel or hotel reservations), are excluded in the event of a postponement or cancellation, except in cases of willful or gross negligent conduct of KARL MAYER's legal representatives, employees or other vicarious agents.

7. Liability

KARL MAYER shall only be liable for damages incurred insofar as these are based on a breach of an essential contractual obligation or on intentional or grossly negligent conduct on the part of KARL MAYER, its legal representatives or vicarious agents. If an essential contractual obligation is breached due to slight negligence, KARL MAYER's liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation is given in the case of obligations, the fulfillment of which makes the proper execution of the contract possible in the first place or on the compliance with which the participant has relied or could have relied. Any further liability for damages is excluded. Liability for culpable injury to life, limb or health in accordance with the statutory provisions remains unaffected. This also applies to the mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

8. Copyright

The training materials issued are protected by copyright and may not be reproduced or distributed in any form - not even in part - without the consent of KARL MAYER. KARL MAYER reserves all rights. The training documents are exclusively available to the participants.

Video and/or audio recordings are not permitted for either classroom training or webinars.

9. Data protection and confidentiality

The personal data of the participants (surname, first name and address) required for the processing and implementation of the training events will be processed and used exclusively for the purpose of registration and implementation of the training event. The registration data of the participants will not be passed on to third parties. The registration data will remain with KARL MAYER until the purpose for storing the data no longer

applies or until the participant requests KARL MAYER to delete the data or revokes consent to storage. Mandatory legal provisions - in particular retention periods - remain unaffected.

The company undertakes to keep secret for an unlimited period of time all business and trade secrets or information designated as confidential which it becomes aware of on the occasion of the execution of the contract by KARL MAYER. This applies in particular to technological information, insofar as this is not generally known. The company undertakes to oblige the participants to the same degree of confidentiality before the start of the training.

10. Safety regulations

Before a classroom training starts, each participant is instructed of the applicable safety regulations at the KARL MAYER Academy. Participants are asked to bring their own necessary protective equipment, such as safety shoes to the training.

In case the training is happening in another location the safety regulations of this location apply to the training. KARL MAYER is not responsible for any damage happening to inadequate safety regulations.

11 Applicable law, place of jurisdiction

These Terms and Conditions of Participation and all disputes arising out of or in connection with training at KARL MAYER Academy shall be governed exclusively by the laws of the Federal Republic of Germany, excluding German private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes is Frankfurt am Main, Germany.