

Section 1: Scope

1. These General Terms and Conditions for Training and Seminars apply to entrepreneurs, legal entities under public law and special assets under public law.

2. They are valid for the implementation of training, symposia, customer seminars and advanced training offered and held by the companies of the Richard Bergner Unternehmensgruppe and which are subject to no special conditions.

3. All services and offers from us are exclusively based on these General Terms and Conditions for Training and Seminars. These are part of all the contracts we conclude with our contractual partners (hereinafter referred to as "participant/s") for the services offered to them. They also apply for all future services or offers to the participant even if they have not been separately agreed upon.

4. Terms and conditions of business from our participants or third parties will not be applicable, even if we do not contradict them separately in each individual case. Even if we refer to a letter which contains the participant's or a third party's terms and conditions of business or refers to suchlike, this does not denote agreement with the validity of these terms and conditions of business.

Section 2: Registration and confirmation

1. You can register in writing (via fax/E-mail/letter). Please refer to our offer for the event dates. The prices named there are valid. Registrations made by telephone must always be confirmed in writing or by fax. After receipt of your reservation, you will receive a written confirmation of registration from RIBE which confirms the binding nature of your registration.

2. For didactic and spatial reasons, the number of participants is restricted.

3. Registrations will be taken into account in the order of receipt.

4. RIBE is entitled to reject registration for an event without delay without providing reasons. In case of overbooking, the registration stop will also be notified without delay.

Section 3: Cancellations

1. The customer is entitled to cancel the reservation for the event. Cancellation by the customer must be given in writing.

2. If the declaration is received by RIBE at least 14 days prior to the start of the event, the cancellation is free of charge. In case of effective cancellation received fewer than two weeks prior to the event, but at least one week before the event, a cancellation fee of 50.00% of the remuneration will be charged. The full remuneration is to be paid in case of any other effective cancellation declaration.

3. The customer is permitted to name a replacement participant if he meets the admission prerequisites. In this case, no cancellation fees will be charged.

4. A statutory right of withdrawal possibly existing will not be affected by the above rulings.

5. RIBE is entitled to postpone an event due to demand being too low (which should take

place not later than one week prior to the planned start of the event) or due to force majeure (e.g. illness of the trainer). Participants who have already registered for the event concerned will be informed of the new date without delay. The booking of the training also retains its validity for the new date. In case the participant cannot keep the new appointment, the participant's fee will not be charged in as far as the customer cancels in time before the beginning of the event. Further-reaching claims cannot be derived from this unless Section 5 of these General Terms and Conditions for Training and Seminars states otherwise. Possible cancellation or re-booking fees for means of transport booked by the participant or accommodation costs will not be reimbursed by RIBE.

6. RIBE expressly reserves the right to make slight changes to seminars, in particular regarding contents, location, duration or the trainer concerned.

Section 4: Prices, service, payment terms

1. The prices are valid for the scope of performance listed in the order confirmations. Extra or special performance is charged additionally. The prices are ex-works and in euros excluding VAT at the current statutory rate.

2. The seminar fee is due within 14 days of the invoice date without deduction unless any other agreements have been made in writing.

3. However, in isolated cases RIBE is entitled to demand the complete training fee prior to the beginning of the event.

4. Accommodation, overnight and travel costs are not included in the course prices.

Section 5: Liability by RIBE

1. In as far as it does not concern essential duties from the contractual relationship, RIBE is only liable for itself and its vicarious agents for damages which provenly are found to be in connection with deliberate or grossly negligent injury of duties within the scope of the contractual relationship and are still within the scope of what can be expected. Should training start later or be cancelled in full due to force majeure, we will assume no liability; the same applies in case of cancellation of training due to demand being too low.

2. Moreover, RIBE assumes no liability for damages based on possibly incorrect and/or incomplete contents of presentations and/or training documents unless RIBE can be reproached for deliberate or grossly negligent breach of its duties.

3. The participant is obliged to ensure that he has adequate liability insurance protection in case he culpably causes damages to persons or items during training alone; upon RIBE's request the participant will present proof of such insurance coverage.

Section 6: Data protection

RIBE uses the data collected to carry out its business activities and to provide you with offers for similar services by post or E-mail (after approval). You can contradict the use of your data vis-à-vis RIBE - Richard Bergner Holding GmbH & Co. KG, Bahnhofstraße 8-16, D-91126 Schwabach by post or E-mail at all times without specifying the reasons under datenschutz@ribe.de or revoke your consent.

Further information can be found in our Data Protection Declaration on our Internet site.

Section 7: Special provisions

1. Our services include:

a) Holding courses

b) Provision of the work equipment required

c) Issuing a certificate as proof of attendance of the course in as far as the prerequisites for granting it are met

2. RIBE views its training measures as services and is therefore not liable for a particular result or concrete success.

3. RIBE reserves the right to adapt the contents of the training courses - without prior notification - to the current state-of-the-art technology. As a result, variances from the course descriptions may occur in isolated cases. RIBE also reserves the right to make other minor content-related changes.

4. RIBE will carry out the respective commissioned training measures at the training centres provided by RIBE. At the customer's request, RIBE also conducts the training measures at the customer's own premises or in rented rooms. In this case, variances from these Terms of Delivery and Sale can be agreed.

Section 8: Copyright

1. Documentation and training documents are copyright protected and may not - also not as excerpts - be reproduced, distributed, reprinted or translated.

2. The participant is not authorised to reproduce documents or other license materials which are handed out for training and information purposes. The respective copyright information or copyright note must be observed strictly by the participant; the removal of such notes is strictly forbidden.

3. In as far as the result of service from RIBE is separately legally protectable, e.g. as a patent, utility model or copyright, RIBE is exclusively entitled to these.

Section 9: Security regulations

The seminar participants are obliged to adhere to the safety and accident prevention regulations and equally to the security regulations valid there, in particular to the access regulations.

Section 10: Final provisions

1. The laws of the Federal Republic of Germany applies for these General Terms and Conditions for Training and Seminars and the contractual relationship between us and the customer, excluding the UN Sales Convention and Private International Law.

2. The exclusive - also international competent court of jurisdiction for all disputes arising from this contractual relationship is our registered office in Schwabach, Germany. However, RIBE is also entitled to take legal action at the place of performance of the supply obligation in accordance with these General Terms of Sales and Delivery or a prioritised individual agreement or at the supplier's place of general jurisdiction. Priority statutory provisions, in particular regarding exclusive competences, remain unaffected.

Terms of Training

Richard Bergner Group
Status: December 2020



3. Oral collateral agreements must be made in writing in order to become effective. This is also valid in case of variation from the requirement of the written form.

4. In as far as rulings are missing in these General Terms of Sales and Delivery, the statutory regulations apply.

5. Should any provision be or become ineffective or unenforceable in total or in-part, this will not affect the validity of the remaining provisions. This also applies if and to the extent which a gap becomes apparent in this contract. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision should apply which, as far as legally possible, corresponds to the meaning and purpose of the invalid or unenforceable provision or the presumed intention of the parties, if they had considered this item.

6. These provisions are drawn up in German and English; in case of variances, the German version will take precedence.