

General Terms and Conditions of APIS® Informationstechnologien GmbH – for in-house (classroom or live online) seminars, (classroom or live online) facilitation, and (classroom or live online) training

These General Terms and Conditions govern the contractual relationship between customers and APIS® Informationstechnologien GmbH, Gewerbepark A 13, D-93086 Wörth/Donau (hereinafter referred to as **APIS**) as the organizer of in-house seminars held in classroom or live online, facilitation/FMEA facilitation held in classroom or live online, training/FMEA training held in classroom or live online (hereinafter referred to as the **service**).

1. Conclusion of contract

The contract will be concluded by sending an order confirmation of the required service or otherwise binding confirmation that the required service was booked.

2. Payment and travel expenses

APIS shall send the customer an invoice for payment, which is due and payable without deduction within 14 days of receipt. If the client/invoice recipient of services is located outside the EU, payment must be made in advance. In addition, the applicable APIS Travel Expenses Policy, which is linked in the offer (https://www.apis.de/pub/docs/training/Travel_expenses/Reisekostenrichtlinie.pdf) shall apply. Travel expenses that incur shall be reimbursed against receipt.

3. Providing the service/changes/obligation of the customer to cooperate

- (1) Subject to the following provisions, APIS owes the customer the performance of the booked service within the previously communicated framework of time, place, and human resources.
- (2) The service will be prepared and conducted by qualified trainers, speakers, and facilitators. APIS does not guarantee the timeliness, accuracy, and completeness of the service documents or the content of the service. Furthermore, APIS does not guarantee the customer a certain success because he/she participates in the event.
- (3) APIS shall be entitled to use another/other trainer/s, speaker/s, or facilitator/s instead of the announced one/s.
- (4) If good cause is available, especially in case of cancellation of the trainer/s, speaker/s or facilitator/s as well as in case of force majeure, APIS may cancel the service and terminate the contract extraordinarily. In that case, the mutual service obligations of the parties shall cease; the customer shall be refunded any payment already made. Claims of the customer for reimbursement of travel and/or accommodation costs as well as of nonproductive time shall be excluded unless such costs are incurred due to intentional or grossly negligent behavior of APIS. Further claims of the customer shall be excluded.

4. Cancellation, rebooking

Cancellation or rebooking of the service by the customer up to 28 (twenty-eight) calendar days before the service commences shall be free of charge. In the event of a later cancellation or rebooking of the service, APIS reserves the right to claim 50 percent of the event price as well as any expenses for travel and/or accommodation that can no longer be cancelled. APIS shall be at liberty to prove greater, the customer shall be at liberty to prove lesser damage caused by the cancellation or rebooking.

5. Liability

- (1) APIS shall be liable without limitation only for intent and gross negligence of its legal representatives and vicarious agents.
- (2) In the event of ordinary negligence, APIS shall be liable if an obligation is breached, the compliance with which is essential for achieving the purpose of the contract ("cardinal obligation"). Cardinal obligations are obligations the fulfillment of which is essential for the proper execution of the contract and the fulfillment of which the contractual partner regularly relies on and may rely on. In that case, the liability shall be limited to the foreseeable damage that is typical for the contract. APIS shall not be liable for the loss of or damage to items brought to the service.
- (3) The provisions above shall also apply in favor of the employees and vicarious agents of APIS.

(4) The limitation period for customer claims shall be one year, if the commencement of the period depends on the customer knowing of such; in all other cases, the statutory provisions shall apply.

(5) Claims under the German Product Liability Act as well as liability for injury to life, limb, and health shall remain unaffected by subsections (1) to (4) above. Claims for damages due to intentional or grossly negligent conduct shall not be subject to the provisions of subsection (4).

6. Copyright, picture recordings

(1) The customer acknowledges the copyright of APIS and/or the trainers, speakers, and facilitators to the service documents (e.g., lecture notes or handouts,). The service documents may only be used by the customer in person and may only be reproduced, published or otherwise passed on to third parties in whole or in part with the prior written consent of APIS or third parties. Recordings of the service, e.g., on audio or video tapes, shall require the prior written consent of APIS.

(2) APIS does not guarantee the timeliness, completeness, accuracy, and quality of the service documents.

7. Data privacy

APIS will use the personal data provided during registration exclusively for the purpose of performing the contract. Transfer to third parties may become necessary for that purpose. In addition, personal data will be stored and used to dispatch information material regarding other similar APIS products or events and services that may be of interest to the customer/participant. The customer may cancel such dispatch at any time.

8. Final provisions

(1) Ancillary agreements must be made in writing to take effect. That also applies to the amendment of the written form requirement.

(2) Deviating general terms and conditions of the customer do not have any validity.

(3) If any of the provisions of these General Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by an appropriate and permissible provision that corresponds to the intention and purpose of these General Terms and Conditions.

(4) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the international Sale of Goods.

(5) The place of jurisdiction in dealings with merchants as defined by commercial law, legal entities or a special funds under public law shall be the registered office of APIS Informationstechnologien GmbH, Gewerbepark A 13, 93086 Wörth/Donau, Germany.

(6) In case of discrepancies, the German version of these General Terms and Conditions shall apply.

Last updated in March 2022