

General Terms and Conditions for Events of Hohenstein Innovations gGmbH with the Hohenstein Academy

Status: November 2024

1. SCOPE OF APPLICATION

These General Terms and Conditions apply to seminars, courses, training or study programs (hereinafter collectively referred to as “events”) that can be held online or in presence as well as in hybrid form by the Hohenstein Academy as part of Hohenstein Innovations gGmbH (Hohenstein).

2. REGISTRATION

The registration of a participant takes place online and is binding as soon as it is confirmed by Hohenstein.

If a participant takes part in an event without prior registration, he/she will be treated as a bindingly registered participant.

3. PARTICIPATION FEE

The participation fee can be found in the current event program.

The invoice will be sent to the participant immediately after the event at the latest.

The participation fee is due for payment without deduction immediately upon receipt of the invoice, stating the invoice number. For events lasting several weeks, the invoice must be paid by the end of the event.

Hohenstein reserves the right to stipulate advance payment as a prerequisite for participation in events.

Hohenstein is entitled to commission an external service provider to automate the payment process.

The non-utilization of a properly conducted event or individual parts of an event by the registered participant does not entitle the participant to a reduction of the participation fee.

4. TRANSFER OF PARTICIPATION / WITHDRAWAL

In the event of unexpected prevention, the participant may transfer the right to participate to a substitute participant to be named at any time. The participant will not incur any additional costs as a result. The participant remains the debtor of the contract.

In addition, the transfer of participation authorizations (e.g. for online events by passing on access data) is prohibited.

The participant may withdraw from the participation contract free of charge up to four weeks before the start of the event.

Thereafter and up to two weeks before the start of the event, a cancellation fee of 50% of the participation fee will be charged if the participant cancels. Cancellations received at a later date must be paid in full, irrespective of the reason for the cancellation.

The time of receipt of the declaration of withdrawal by Hohenstein is decisive for compliance with the above

deadlines. Withdrawal can be made in text form.

5. CANCELLATION / CHANGES BY THE ORGANIZER

Hohenstein has the right to cancel events if the number of participants is too low and to withdraw from the participation contract. Hohenstein is also entitled to cancel an event due to force majeure or for good cause, in particular in the event of the absence/illness of a speaker.

Participation fees already paid will be refunded; further claims (with the exception of injury to life, limb, health or gross negligence) are excluded.

Hohenstein is entitled to make necessary changes to content, methods and organization or deviations (e.g. due to legal changes) before or during the event, as long as these do not significantly change the overall character of the announced event.

If necessary (e.g. illness, accident), Hohenstein is entitled to replace the scheduled speakers with other equally qualified speakers with regard to the announced topic.

6. SERVICE CONTENT

Unless otherwise specified, the participation fee includes participation in the event, the documents and working materials provided and, in the case of face-to-face events, conference drinks and, if applicable, other catering. All events are held by qualified speakers and - if they take place in person - in suitable rooms.

The event documents and working materials are the exclusive property of the participant.

7. COPYRIGHTS

The documents handed out to the participant or made available in electronic form and other materials provided for course purposes, including software products, are protected by copyright. Reproduction, forwarding or other use, even in part, is only permitted with the express consent of Hohenstein.

Likewise, the recording or taping of events or individual lectures requires the prior express consent of Hohenstein.

8. LIABILITY

Unless otherwise stated in these GTC, including the following provisions, Hohenstein shall be liable for breaches of duty in accordance with the statutory provisions.

Hohenstein is liable for damages, regardless of the legal grounds, within the scope of fault-based liability only in cases of intent and gross negligence. In the event of simple negligence, Hohenstein is liable, subject to a milder standard of liability in accordance with the statutory provisions, only for damages resulting from injury to life, limb or health and for damages resulting from a not insignificant breach of a material contractual obligation. (Essential contractual obligations are those whose fulfillment characterizes the contract and on which the participant may rely). In the latter case, liability shall be limited to compensation for damages that were foreseeable and typically occurring at the time the contract was concluded.

The aforementioned limitation of liability also applies to breaches of duty by or in favor of persons whose fault Hohenstein is responsible for according to statutory provisions as well as any personal liability of executive bodies and other employees of Hohenstein. It does not apply if Hohenstein or the aforementioned persons have fraudulently concealed a defect or for claims arising from mandatory statutory liability, in particular under the German Product Liability Act (ProdHG).

The participant must notify Hohenstein immediately in text form of any damages for which Hohenstein is to be liable.

Insofar as claims for damages are limited in accordance with this clause, they shall become time-barred one year after the statutory commencement of the limitation period.

9. DATA PROTECTION

The personal data provided by the participants (e.g. name, address, telephone number, e-mail address and payment information) are stored and processed within the scope of the purpose of the contractual relationship. The personal data will not be passed on to third parties.

The participant agrees that the e-mail address provided in connection with the fee-based participation in a seminar may also be used to advertise own, similar events and

services by e-mail, as long as the participant has not objected to such use. If the participant wishes to object to the processing and use of his/her data for advertising purposes or to revoke any consent given, a short informal notification at basic rates by e-mail to datenschutz@hohenstein.com or by post to Hohenstein, Data Protection Department, Schloss Hohenstein, 74357 Bönningheim is sufficient at any time.

10. FINAL PROVISIONS

Ancillary agreements must be made in writing. This also applies to the waiver of this written form requirement. German law applies.

The place of performance and jurisdiction for merchants is 74357 Bönningheim, Germany.

The European Commission provides a platform for online dispute resolution for goods and services purchased online at ec.europa.eu/consumers/odr/. Hohenstein is available in this context at info@hohenstein.com. However, Hohenstein is neither obliged nor willing to participate in a dispute resolution procedure before a dispute resolution body.

Cancellation policy

Right of withdrawal: You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise the right to cancel, you must inform us (Hohenstein, Schlosssteige 1, 74357 Bönningheim, Fax +49 7143 271 94122, E-Mail info@hohenstein.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. If you have requested that the service should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

Sample withdrawal form:

(If you wish to cancel the contract, please fill out this form and send it back to us).

To
Hohenstein
Schlosssteige 1
74357 Boennigheim

Fax +49 7143 271 94122,
E-mail info@hohenstein.com

I/we hereby revoke the contract concluded by me/us for the provision of the following service:

[Exact name of the event]

Ordered on/received on:

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date