General Terms and Conditions for Training (ABG Training SICK)

(as at July 2020)

1. Scope of application

1.1. SICK AG and the affiliates of SICK AG (hereinafter collectively referred to as "SICK") provide training offers and programs. An affiliate is a natural person or legal entity that controls a party or is controlled by a party or is under the common control of a party ("Affiliate"). Control means the power to directly or indirectly govern the company and its policy based on voting securities or voting shares, no matter if the power of control is based on a contract or other legal basis.

1.2. The participation in a training offered by SICK is subject to these Terms and Conditions, unless expressly agreed otherwise in writing. Training shall include all events that contribute to knowledge development, in particular face-to-face training, online training (web-based training, webinars) and blended learning-offers and training curricula. Online training can be a prerequisite for face-to-face training and/or supplement the content of a face-to-face training course.

1.3. Deviating, contrary or supplementary General Terms and Conditions of the Customer shall not become part of the contract even if SICK does not expressly objects to them or if the Customer refers to them in the order. Contract terms of the Customer shall not apply even if SICK accepts the services of the Customer without reservations in full knowledge of these contract terms. They shall only apply if SICK expressly agrees to their application in writing.

2. Registration for trainings; training content

2.1. General provisions

2.1.1. SICK reserves the right to change training offers to a reasonable extent, unless the training purpose is put at risk.

2.1.2. The training offers of SICK on the internet or in information brochures are non-binding offers. With the registration, the Customer declares in a binding manner its intent to register for the respective training. Only upon confirmation of the participation by SICK shall the participation become binding for both parties.

2.1.3. The description of the training content corresponds to the version as at the time of publication. SICK reserves the right to change the training content because of updates and further development of the training.

2.2. Open training

2.2.1. The registration must state the participant's name and must be submitted in written form to SICK. A registration by phone must be confirmed by the Customer in writing within 5 days.

2.2.2. The number of training participants is limited. The registrations will be considered in the order in which they are received until the maximum number of participants is reached. The Customers will be informed within an appropriate period of time prior to the training date about any cancellations due to an insufficient number of participants or if the maximum number of participants is exceeded.

2.3. Customized training

2.3.1. The training may be booked based on a customized offer of SICK specifying the training scope, content, number of participants, training location, requirements and information on training equipment, laptops, rooms and the training fee. The Customer shall book the training in writing.

2.3.2. The Customer and SICK will arrange a training date on an individual basis. The detailed coordination of the training may require, for example, the completion of a checklist by the Customer. The Customer shall provide such completed checklist in due time prior to the training date.

3. Dates and cancellations

3.1. SICK reserves the right to cancel a training course that has been confirmed in writing no later than 7 days prior to the training date if the minimum number of participants is not reached. In exceptional cases, the training may be cancelled or rescheduled immediately before the start of the course for other important reasons. This applies in particular in the event of force majeuere events, unforeseeable or unavoidable events such as but not limited to sickness of the trainer or acts of authorities.

3.2. SICK shall be entitled to withdraw from individual training contracts without statement of reasons up to 21 days prior to the training date.

3.3. Should a training course be cancelled in its entirety or for individual participants due to reasons attributable to SICK, the training fees will be fully reimbursed. If training is cancelled within the periods specified in this section 3, further claims shall be excluded, unless SICK is liable due to intent or gross negligence. In the event of a short-notice cancellation, section 8 shall apply.

4. Training fees

4.1. The information in price lists and other general price indications are subject to change and are updated regularly by SICK.

4.2. Training fees or cancellation fees as defined in section 7.1 are stated in national currency and invoiced exclusive of the applicable VAT, which is invoiced separately, after the training has taken place. The invoice is due and payable without deductions upon receipt by Customer.

4.3. If the Customer is in delay with the payment, SICK may claim damages caused by the delay (e.g. default interest, reminder fees after the first reminder, collection fees) and may demand immediate payment of all due and uncontested claims pertaining to the business relationship.

4.4. The Customer may only withhold payments due to counterclaims or may offset payments with counterclaims insofar as such counterclaims are undisputed or have been recognized by declaratory judgment or if there is a reciprocal relationship with claims of SICK.

5. Scope of performance

5.1. The training fees include the cost of the training materials. Furthermore, snacks and a lunch are included in all-day training courses that take place at SICK locations, unless the respective training description specifies otherwise.

5.2. Accommodation and travel costs are not included in the training fee.

6. Accommodation

Upon request, SICK may recommend hotels to the Customer. The Customer shall be responsible for the booking process and for the payment of hotel invoices.

7. Cancellation by Customer

7.1. If the Customer cancels a booked training, depending on the cancellation date (the time of receipt of the cancellation by SICK is decisive) the following percentage of the training fee shall become due as a cancellation fee:

- 0% - in the event of cancellation no later than the 21st day before training date
- 50% - in the event of cancellation no later than the 5th day before the training date
- 100% - in the event of cancellation at a later date

7.2. Should the registered participant be unable to attend the booked training, a substitute acceptable for SICK may be nominated in written form no later than one day before the training date. This substitution may be made free of charge.

8. Liability

8.1. SICK shall be liable for damages – regardless of the legal cause – solely:

a) in the event of intent;
b) in the event of gross negligence;
c) in the event of injury to life, body and health;
d) in the event that SICK has fraudulently concealed a defect;
e) insofar as SICK has given an explicit guarantee;
f) pursuant to the Product Liability Act; or
g) if SICK violates an essential contractual duty.

8.2. In the event of violation of an essential contractual duty pursuant to section 8.1 g). by negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of a contract and the observance of which a party relies on, and may rely on, regularly, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

8.3. SICK's liability for all damages arising out of or in connection with this contract and its performance caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any obligation to indemnify the Customer, shall, regardless of the legal cause, except under the circumstances set out in Section 8.1. a) to f) above, be limited to the order value (aggregate liability cap).

8.4. Insofar as SICK's liability is excluded or limited, this shall also apply to the personal liability of SICK's officers, subcontractors, employees, representatives, vicarious agents and associates as well as to the liability of affiliated companies within the meaning of sections 15 et seq German Stock Corporation Code (AktG), suppliers and licensors.

9. Training documents

9.1. The training materials and documents used in the training and materials provided in digital form are exclusively for training purposes. Despite the careful compilation of images and texts, errors cannot be completely excluded.

9.2. The training documents have been prepared to the best knowledge and ability of SICK; however, unintended errors cannot be completely excluded. SICK does not accept any responsibility for errors in the training documents or in the training.

9.3. The training documents are protected by copyrights any intended exclusively for personal use of the training participants. In particular, the distribution to third parties or the use for other trainings is prohibited.

10. Export control

Information that is provided within the training may require an export license or approval due to export control regulations. The Customer undertakes to comply with all export control regulations and foreign trade law of Germany, the European Union, the United States of America and all other applicable national and international export

control regulations and foreign trade laws. The Customer also undertakes to ensure that Affiliates and other persons that receive information within the training in accordance with these terms also comply with the above laws and regulations. All the information that the Customer may disclose to third parties within the framework of an agreement with SICK will be provided, directly or indirectly, by the Customer only in accordance with the above applicable provisions. The above export control requirements also apply after the performance or completion of the training.

11. Privacy

The name and first name of the Customers are normally required for the training. The Customer shall comply with the applicable requirements of data protection law for the transfer of personal data and the information of the participants registered by them (Article 12 et seq. of GDPR within Europe).

12. Severability

Should any provision of these Terms and Conditions be or become ineffective or void, the validity of the remaining provisions shall remain unaffected thereby. In such a case, the ineffective or void provision shall be construed, reinterpreted or replaced in such a way as to achieve its intended economic objective. This does not apply if adherence to these Terms and Conditions would constitute unreasonable hardship for either party.

13. Applicable law, place of jurisdiction

The law of the country in which the SICK company that is entering into the contract is located shall apply exclusively. The exclusive place of jurisdiction is the competent court at the location of the SICK company entering into the contract. SICK is also entitled to take recourse to a court at the Customer's place of business.

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