# uvex academy

### General Terms and Conditions of Business (04/2011)

### I. Scope of application

Our General Terms and Conditions of Business apply to the consulting, training and event services (hereinafter referred to collectively as "events"), offered and provided by UVEX SAFETY GROUP GmbH & Co. KG under the designation "uvex academy."

Contrary terms and conditions of business of participants shall apply only if we expressly acknowledge them in writing. No additional objection is required to exclude the applicability of other terms and conditions.

### II. Registration/contract formation

You may register for our events in writing (to include by fax), by email, telephone or online. Your registration will be confirmed in writing. Our confirmation constitutes the formation of an event contract.

### III. Prices/ due date/ offsetting

Our prices apply per person and event date and incl. VAT. The prices include any conference documents and refreshments offered.

Payment shall be due within 7 days from receipt of the invoice without deductions. We reserve the right not to admit a participant to an event if the event fee has not been paid by the time the event starts.

Offsetting against our claims is permissible only with our acknowledged or legally established counterclaims.

# IV. Cancellation rights for all participants

You have the right to cancel a booked event in writing by no later than 2 weeks prior to the start of an event without charge. You have the right to designate a substitute participant at any time. You will not be charged processing fees by doing so. You will remain responsible for the event fee if you designate a substitute participant.

### V. Performance

We reserve the right to replace announced speakers with others and to change the overall programme whilst adhering to the announced topic if accomplishment of the objective of the event is not thereby adversely affected. We will inform you if the event cannot be conducted due to force majeure or for good cause (unavailability of a speaker). In this case, event fees that you have already paid will be reimbursed. Item VII shall apply in addition.

We are entitled to cancel events if the demand for particular events is too low. You will be notified of such cancellation no later than one week prior to the date of the event. In this case, event fees that you have already paid will be reimbursed. If information has been provided on a timely basis regarding the cancellation of an event, we cannot reimburse you for any costs, in particular for booked personal transportation/hotel expenses.

### VI. Documents

Any event documents provided are protected by copyright. Reproduction, sharing or other use is permitted only with our consent.

# VII. Liability

The provision in item VIII, paragraph 2 notwithstanding we are not liable – on any legal grounds whatsoever – for simple negligence of duty on our part, our legal representatives, vicarious agents or speakers. In the event of simple breach of material contractual obligations, our liability is limited in terms of amount to typically foreseeable damage. Typically foreseeable damage amounts to a maximum of twice the event fee. We are not liable for default caused by simple negligence or impossibility of performance.

The above liability exclusions and liability limitations do not apply to bodily injury or injury to health, to loss of life and in cases of no-fault liability, in particular under the Product Liability Act.

### VIII. Domiciliary right

The employees or speakers authorised by us to conduct events are authorised to issue instructions to participants and entitled to exercise domiciliary rights.

### IX. Data protection

We treat your information with confidentiality and will use, store and process it exclusively for the purpose of conducting events. If in connection with an event you give your written consent to use the data for other purposes, you may revoke your consent at any time.

## X. Legal venue and applicable law

German law applies exclusively. Legal venue shall be Fürth/ Bavaria.