



Academy

General Terms and Conditions of Business (T&Cs)
for Training Measures of the STW Academy

1 General

These General Terms and Conditions of Business refer to training measures, which Sensor-Technik Wiedemann (STW) provides via the STW Academy.

The current training offers can be found in the training catalog, which is also published online on the website of Sensor-Technik Wiedemann (www.stw-mobile-machines.com). Furthermore, individual training measures can also be agreed.

1.1 Standard courses

Standard courses form the basic offer of the STW Academy and cover the entire product range. They are defined in terms of content and duration, as described in the training catalog. The prices given there are valid for the training measure with up to 6 participants. The courses are held at the STW Academy in Kaufbeuren.

1.2 Customer-specific courses

Customized courses are standard courses modified according to the customer's requirements and may include other topics or consider specific customer projects. The exact course contents and duration of the training measures are agreed in writing between STW and the customer. The courses can take place on the premises of the STW Academy with up to 6 participants or alternatively at the location of the customer.

If customer-specific courses are provided at the location of the customer, any costs arising (e.g. travel costs for lecturers, accommodation costs, etc.) will be invoiced. The customer is responsible for the provision of appropriate rooms with suitable equipment.

1.3 Special courses and workshops

A separate settlement is implemented for special courses and workshops outside the basic offer described in the training catalog. This applies in particular for costs of training materials over and above the STW Academy materials, which must be acquired or created specifically for such training courses.

Similarly, the offered price plus any further incurred costs (e.g. travel costs for lecturer, accommodation costs, etc.) applies for the implementation of these training measures.

1.4 Webinars

Webinars can be accessed via the Internet with the aid of a conference service. Following registration for a webinar, the participant receives a link via email through which they must register themselves using a self-selected alias name which is visible for all participants during the webinar. This registration is exclusively valid for the webinar.

Documents are available on the STW website following the webinar.

The hardware and software prerequisites for the participation in a webinar are to be observed and fulfilled by the customer.

1.5 Course booking

Customers can request individual courses with an e-mail. After determining the date and, if necessary, modifying the content and duration of the course, the customer will receive an offer from the STW sales office. With this offer, the customer can order the course.

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2 Course cancellations

2.1 Cancellations by the STW Academy

All courses can be cancelled at short notice due to illness of the trainer or other serious reasons.

Prior to cancelling, the STW Academy will try to re-book to another date in consultation with the participants. If the participants are unable to attend on the offered date, then the client will have the right to cancel the registration free of charge. Further claims shall not exist.

Any deposits made or complete payment of fees will be reimbursed. Further claims are excluded.

2.2 Cancellations by the Customer

2.2.1 Withdrawal period and cancellation fees

Cancellation of participation in a course on behalf of the customer is free of charge if this is received by the STW Academy at least 14 calendar days prior to the beginning of the event. If the cancellation is received later, then 50% of the participation fee will be charged. In case of non-appearance or premature discontinuation, the participation fee will be charged to the full amount.

2.2.2 Hotel cancellation costs

If the customer has used the assistance of STW for hotel bookings, then any hotel cancellation costs arising shall be charged to the customer in case of withdrawal or non-participation according to 2.2.1.

3 Services and payment terms and conditions

3.1 Courses

The STW Academy shall perform the booked event in accordance with the description in the training catalog or according to the offer as specified to the customer. However, these may be subject to deviations in the content. In particular, the STW Academy may further develop or adapt a course according to the state of the art without any prior notification. The course descriptions are updated as soon as possible, nevertheless, in individual cases, deviations between the course description and the actual course content may occur.

The documents handed over at the time of the training are not subject to a change service.

3.2 Course times

Provided nothing to the contrary is agreed, the courses at the STW Academy begin at 09:00 and end at 17:00.

During this time, the subject matter is mediated in nine lesson units with a 45-minute duration. Two lesson units may be merged to a double lesson.

There are short breaks between the lesson units. A 30-minute break is provided as a lunch break.

3.3 Prices

The valid price for the training measure, after taking into account any modifications made to the description in the training catalog, is given in the offer for the customer (see 1.5).

Basis for the offer are the prices indicated in the training catalog and on the homepage. These apply to the training measure regardless of the number of participants, but a maximum of 6 participants

All prices stated are net prices and are subject to VAT at the statutory rate.

Invoices are due for payment at the latest 2 weeks from the invoice date without deductions.

3.4 Courses within the facilities of the STW Academy

The following services are included in the courses within the facilities of the STW Academy:

- Training documents (electronic on data media, partly printed)
- Use of the facilities in the Academy (infrastructure, WLAN Internet connection, technical resources for practical exercises, borrowed laptop if necessary)
- Lunch in the company canteen
- Coffee and cold drinks

3.5 Customer-specific courses outside the facilities of the STW Academy

For customer specific courses, the following performances are included in the courses:

- Performance of the courses at the agreed location
- A master file with training documents

The provision of printed training documents for every participant based on the master file is incumbent on the client. Similarly, the provision of a suitable training room with the usual presentation equipment, such as a projector, board, flipchart, etc., which enables the uninterrupted performance of the course according to the specification by STW.

Further required equipment on-site, such as STW devices, test boxes, laptops, etc., are agreed separately.

Travel costs for the training staff are also charged.

4 Regulations and legal conditions

4.1 Safety and accident prevention regulations

The participant is obligated to observe the safety regulations and rules applicable at the respective training location. These are explained at the beginning of the course and can be viewed at the training location.

4.2 Data protection

Participants and invoice recipients agree to the processing of their personal data, provided this is necessary for the purpose of the contract. The declaration regarding data protection is an integral component of these General Terms and Conditions of Business.

4.3 Reservation (export control)

All deliveries and services by the STW Academy are subject to the necessary export licenses being granted, or that no other obstacles due to German or other export regulations have to be observed, or that other regulations oppose these.

4.4 Copyright

The accompanying materials provided are personal. The training documents, or parts thereof, may neither be duplicated, reprinted, translated nor passed on to third parties without the written agreement of STW. No part of the training documents may in any way be duplicated, electronically processed, distributed or be used for internal or external transfer without the written permission of the STW Academy. Also included in the training documents in this respect are all the documents made available to the participants on data carriers or via the Internet.

The respective license terms and conditions apply for the software provided by the STW Academy for training purposes.

4.5 Liability

The training by the STW Academy is prepared and implemented at all times with the utmost care. This concerns product-orientated training in which knowledge of the respective subject matter is mediated in a general fashion. Liability will not be assumed for topicality, accuracy and completeness of the training content and training documents. The same applies for consequential damage due to the use of possibly incorrect training content. Furthermore, as far as legally permissible, liability is limited to intent and gross negligence.

If the client / participants in training outside the STW Academy or webinars cannot ensure the required prerequisites (hardware and software, equipment, devices) then likewise any liability of behalf of the STW Academy is excluded, as is the reimbursement of the training costs.

4.6 Applicable law and place of jurisdiction

Exclusively the law of the Federal Republic of Germany shall apply to this contract. The sole place of jurisdiction is Kaufbeuren.

5 Data protection declaration

5.1 Preamble

The STW Academy complies with the legal obligations regarding data protection. The STW Academy must collect personal data for the implementation of the courses and issuing of participant certificates. Of course, the collection, processing and use of the personal data of course participants occurs within the framework of the legal provisions.

5.2 Collection of personal data

In order to be able to register course participants for participation in courses of the STW Academy, the STW Academy requires the following personal data:

- Name and business email address of the course participants
- Company with address for whom the course participants are employed
- For webinars, an alias name selected by the participant is necessary

5.3 Processing of personal data

The collection and processing of this data is necessary in order to ensure the implementation of the training and to be able to contact the course participants at short notice in case of problems.

Furthermore, participation certificates (course certificate) are created using this data.

Access to the Internet via the STW WLAN takes place using personal data. Internet access is required for the use of certain performance characteristics of our products, also within the scope of the course.

5.4 Transfer of personal data

The STW Academy shall neither sell nor otherwise market stored personal data to third parties. The employees of the STW Academy are bound to confidentiality and compliance with the data protection regulations.

5.5 Gathering of statistical data

In order to be able to improve the quality of the course, completed questionnaires are requested regarding the impressions of the course participants pertaining to the course.

These questionnaires are anonymous. A personal evaluation of the data does not occur.

6 Provisions for export control

The course participants confirm compliance with European and German laws, U.S. export control law and other applicable export and import legal regulations for the use of software or information including technical data, and that they do not export either the software or information or a direct product of this which directly or indirectly contravenes these applicable laws or regulations, and therefore would be in violation of these laws or regulations.

Furthermore, the course participants declare that:

- They do not use the software or information for a purpose which is prohibited by the abovementioned laws and regulations. This includes without restrictions the use for the proliferation of nuclear, chemical or biological weapons.
- They are not a national or a resident and are not under the control of a government of a country to which the United States of America or Germany bans export (for example, but not exclusively, Cuba, Iran, Sudan, North Korea, Syria).
- They do not (re-)export the software or information which they receive from us, neither not directly or indirectly to the abovementioned countries, and also do not transfer such software or information to residents of these countries.
- They are not in the following lists:
 - United States Department of Treasury lists of Specially Designated Nationals and Specially Designated Terrorists
 - United States Department of Commerce Table of Denial Orders
 - European Union anti-terror regulations
 - List of names (terrorism) of the Deutschen Bundesamtes für Wirtschaft und Ausfuhrkontrolle (German Federal Office of Economics and Export Control)
- They shall not transfer the software or information either directly or indirectly to persons who are listed on these lists.
- They shall not use the software or information for a purpose which is banned by the U.S., European or German laws or regulations, or allow the software or information to be used for this. This includes without restrictions the development, design, production and manufacture of nuclear, chemical or biological weapons of mass destruction.