

**Please be aware that we have provided a convenience translation of our "General Terms and Conditions for seminar events". The German version of our "General Terms and Conditions for Seminar Events", which can be found on our German homepage (<https://www.ihk-exportakademie.de/anmeldung/agb/>), takes precedence regarding any legal obligations of IHK-Exportakademie GmbH.**

## General Terms and Conditions of IHK-Exportakademie GmbH for Seminar Events

### 1. Validity

1.1 These Terms and Conditions of Participation apply to all events organised by IHK-Exportakademie GmbH, regardless of their form and type. They apply to consumers and companies, unless a differentiation is made in the respective clause.

1.2 Additional special conditions apply to certificate courses (see No. 9). Certificate courses are events lasting several days which can be used to obtain an IHK certificate.

### 2. Registration, Conclusion of Contract

2.1 The contract is concluded by the participant's registration and the confirmation of registration by IHK-Exportakademie GmbH. The confirmation of registration is sent by e-mail to the provided address of the participant. The presentation of events on the IHK-Exportakademie GmbH website does not constitute a legally binding offer.

2.2 By registering, the participant accepts the following conditions of participation.

2.3 As the number of participants for IHK-Exportakademie GmbH events is limited, registrations are generally considered in the order in which they are received. The IHK-Exportakademie GmbH reserves the right to conduct a selection procedure for special events and certificate courses.

### 3. Terms of Payment

The participation fee for the event is due no later than the date stated in the invoice, irrespective of the benefits provided by third parties (e.g. Federal Employment Agency, District Office, employer). Learning materials, tests and examination fees will be charged separately unless expressly agreed otherwise. In the event of non-participation in the event due to the participant's fault, there shall be no right to a refund of the fee. Unless the participant has cancelled or withdrawn in accordance with the following conditions.

### 4. Withdrawal

The participant can in principle withdraw from the contract (cancellation). The IHK-Exportakademie GmbH must be notified of the withdrawal in writing (by post or e-mail).

Cancellation of the contract is possible up to 14 days before the start of the event for a cancellation fee of 15.00 euros. For the participation in certificate courses, the special provisions in clause 9 shall apply.

The timely receipt of the written notice of cancellation by IHK-Exportakademie GmbH is decisive for the validity of the cancellation. If the cancellation is not made within the period of 14 days before the start of the event or if the participant does not appear or only appears for part of the time, there is generally an obligation to pay the full fee. The cancellation fee is waived if a substitute participant is registered.

### 5. Substitution (substitute participants)

Participation rights may be transferred to a substitute participant to be named in writing by the participant. This does not incur any costs.

### 6. Rebooking

Rebooking for another event date is possible free of charge by e-mail up to the 10th day before the event date. In the event of a later rebooking, the full price will be charged. After a rebooking has been made, withdrawal from the contract (cancellation) is excluded in accordance with clause 4.

### 7. Cancellation and Postponement of Courses

The IHK-Exportakademie GmbH reserves the right to cancel the event

- for organisational reasons (e.g., not enough participants) up to the 5th day before the event date;
- for important reasons for which the IHK-Exportakademie GmbH is not responsible (e.g., illness/accident of the speaker) up to and including the date of the event;
- due to force majeure and, if legal restrictions prevent the event from being held due to a pandemic, up to and including the date of the event.

## General Terms and Conditions

Last updated: 16<sup>th</sup> of March 2023

In the event of cancellation by IHK-Exportakademie GmbH, the full price plus VAT will be refunded if payment has already been received. Any further liability and compensation claims which do not relate to injury to life, limb or health shall be excluded, except in cases of intent or gross negligence on our part. This also applies to futile expenses (e.g., hotel rooms booked by you as well as flight or train tickets). In all other respects, the provisions in Clause 10 "Liability" shall apply.

### 8. Changes in the Course of the Event

A change of trainers, event times or content does not entitle the participant to withdraw from the contract or to reduce the course fee. This only applies if the changes are reasonable for the participant and there is an objective reason for them.

### 9. Special Provisions for Certificate Courses

9.1 The participant may withdraw up to four weeks before the start of the certificate course without incurring a participation fee. In the event of withdrawal, the IHK-Exportakademie GmbH shall be entitled to

- within a period of four weeks to two weeks before the start of the certificate course, 30 % of the invoice amount,
  - 50% of the invoice amount in the period from two weeks to one week
- as a cancellation fee. If the cancellation is not made in due time or if the participant does not show up or only shows up for part of the course, the participant is generally obliged to pay the full fee. In all other respects, clause 4 shall apply.

9.2 Participants who attend at least 80% of the certificate course and pass the final examination (technical paper and technical discussion) shall receive a certificate.

9.3 A change of trainers, teaching days or the curriculum does not entitle the participant to withdraw from the contract or to reduce the course fee. This only applies if the changes are reasonable for the participant and there is an objective reason for them.

### 10. Liability

IHK-Exportakademie GmbH selects qualified trainers for its seminars in the respective specialist areas. IHK-Exportakademie GmbH accepts no liability for the correctness, up-to-dateness and completeness of the seminar content and the seminar documents. The same applies to any consequential damage resulting from incorrect and/or incomplete seminar content. The liability of IHK-Exportakademie GmbH for contractual breaches of duty and for tort is limited to intent and gross negligence. This does not apply in the case of injury to the life, body and health of the participant or claims due to the breach of cardinal obligations. In this respect, IHK-Exportakademie GmbH is liable for any degree of fault. Liability in the event of a breach of cardinal obligations is limited to the regularly foreseeable damage.

### 11. Copyright / Terms of Use

The computer software used and the working documents are protected by copyright. Copying and/or passing on to third parties is only permitted with the prior consent of the copyright holder.

Audiovisual recordings of events are not permitted for participants. In the event of recording by IHK-Exportakademie GmbH, participants will be informed separately with a declaration of consent.

### 12. Data Protection

The data of the participant and/or the contractual partner or their representative will be electronically stored and processed by IHK-Exportakademie GmbH for the purpose of conducting the event. The data will not be passed on to unauthorised third parties. Confirmation of registration may also be sent by unencrypted e-mail. It cannot be ruled out that this will be read by third parties.

We will be happy to inform you about our events in the future: For this purpose, the necessary data will be stored. You can revoke your consent at any time. For the rest, please note the information obligations according to Art. 13 and Art. 14 DSGVO at <https://www.ihk-exportakademie.com/privacy-notice/>.

### 13. Jurisdiction

The place of jurisdiction is Stuttgart, provided the participant is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law. IHK-Exportakademie GmbH is also entitled to sue the participant at his general place of jurisdiction. The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

### 14. Ancillary Agreements

Ancillary agreements must be in writing to be valid.

### 15. Notice according to § 36 Consumer Dispute Settlement Act (VSBG)

IHK-Exportakademie GmbH is not obligated or willing to participate in dispute resolution proceedings before a consumer arbitration board.

**Cancellation policy for consumers**

If you are a consumer, you have a right of withdrawal in addition to our "General Terms and Conditions".

**Cancellation Policy****Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (IHK-Exportakademie GmbH, Jägerstraße 30, 70174 Stuttgart, telephone 0711 2005-1364, fax 0711 2005-601189, e-mail info@ihk-exportakademie.de) of your decision to withdraw from this contract by means of a clear declaration (e.g., a letter sent by post, fax or e-mail). You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

**Consequences of Cancellation**

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal 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 because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify 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 cancellation form**

(If you wish to cancel the contract, please complete and return this form).

- To IHK-Exportakademie GmbH, Jägerstraße 30, 70174 Stuttgart, Fax 0711 2005 601189, info@ihk-exportakademie.de
- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of paper communication)
- Date

(\*) Delete where not applicable.