

General Terms and Conditions for Participation in Trainings Offered by GOM GmbH

1. General

1.1 These General Terms and Conditions for Participation apply for eLearning online courses conducted by GOM GmbH (hereafter "GOM"), or a certified training partner of GOM, insofar as no other agreements have been expressly made. General terms of conditions of the customer that contradict these General Terms and Conditions for Participation shall only apply insofar as GOM has expressly agreed to the contradicting terms and conditions in writing.

1.2 Oral agreements shall only apply when confirmed in writing.

1.3 The customer carries the risk for any incorrect transmission of registrations or instructions by post or telephone. The customer is obliged to inform GOM immediately in the event of changes to their email address.

1.4 GOM shall only perform ancillary services in connection with the subject matter of the contract if this has been agreed upon separately. For such services, these terms and conditions of participation shall also apply, unless special conditions have been agreed upon in individual cases.

2. Registration and confirmation

2.1 The training offers of GOM are non-binding. Descriptions are subject to change as a result of technical innovations or market-related requirements.

2.2 Registration for training offered by GOM is possible via the GOM Training Center for scheduled events, or on request per email via training@gom.com. For customer requests received per email, GOM sends the customer an offer as basis for an order. In both cases, the contract is concluded only upon order confirmation by GOM. Using the GOM Training Center requires registering separately at my.gom.com to obtain a GOM ID. Registration in the GOM Training Center is not possible without a GOM ID.

2.4 Assignment of the course or scheduled date constitutes acceptance of the registration.

2.5 By registering, the participant accepts the following terms and conditions.

3. Prices, payment terms

3.1. The prices published in the GOM Training Center or in the official offer at the time of registration shall apply. The customer shall be charged participation fees for each participant. The fees include the training itself, the documentation for the participants and the certificate fee. For in-person training, use of the technical installations, measuring systems and equipment is included. The prices exclude the applicable sales tax, which is to be paid additionally.

3.2 When a new training offer is published, all earlier information loses its validity.

3.3 All travel costs, overnight stays, expenses and other costs of the training participants are not included in the prices and are to be carried by the customer.

3.4 GOM reserves the right to adapt the prices in the event of changes to the duration or content/topic of the training; however, any such adaptations shall be agreed upon with the customer in advance.

3.5 Only attending part of the training or event, arriving late or departing early, or not successfully complete the learning outcomes check does not entitle the participant to a price reduction.

3.6 The invoice is issued to the customer after completion of the training or after an eLearning course has been booked. The invoice is payable within 14 days after the invoice date, without deduction. In the event of default in payment – for B2B invoices, this applies from the due date – GOM shall be entitled to charge default interest in the amount of the costs incurred (in particular credit costs, own processing costs), but not less than 9% p.a. above the current base rate of the European Central Bank. This does not preclude the customer from providing evidence that significantly lower costs were caused, or, in individual cases, GOM from providing evidence of having incurred unusually high costs.

3.7 The customer is only entitled to offset counterclaims against claims by GOM if the customer's counterclaim is undisputed or a

legally binding title exists; a right of retention may only be asserted insofar as it is based on claims arising from the order.

4. Training services and employment of speakers and trainers

4.1 For all events, GOM reserves the right to replace announced trainers by equivalent alternative trainers and to make changes to the training program, while maintaining the overall character of the event.

4.2 Furthermore, GOM reserves the right - with timely advance notice - to change schedules and locations and to convert in-person training into equivalent Live Online Training or eLearning. Within one week after being notified of such changes, the customer is entitled to cancel participation in writing without incurring cancellation fees.

5. GOM individual training

5.1 GOM's individual training courses require individual contractual agreements with GOM. Upon receiving the customer's inquiry, GOM clarifies the framework conditions of the training with the customer and drafts a written offer upon request. The customer has to confirm acceptance of the offer in writing within the period stipulated in the offer.

5.2 The customer is responsible for ensuring the framework conditions for the individual GOM training, in accordance with the relevant stipulations by GOM. For in-house training, prices and services are contractually agreed upon between the customer and GOM on an individual basis and, if no special regulations apply, are invoiced plus the applicable statutory value added tax.

6. The customer's right of withdrawal / notification periods for classroom training courses

6.1 Any withdrawal from the training by the customer shall be in writing; notification by email is sufficient.

6.2 The customer is entitled to cancel or change bookings for in-person training or a Live Online Training free of charge up to 14 days prior to the start of the course at the latest, by informing the GOM training team in writing under training@gom.com. Insofar as the customer is not entitled to withdraw from the contract, in the event of cancellation or rebooking having occurred too late, GOM shall charge a cancellation fee for loss and additional administrative expenses as per the following scale:
- For cancellation or rebooking 14-1 days prior to the start of the course, a cancellation fee amounting to 50% of the course fee shall be charged for loss and additional administration expenses. In the event of no-show without prior cancellation, 100% of the course fee shall be charged.

If the customer provides a substitute participant for the booked course in good time, the cancellation or administration fee shall be waived.

6.3 The following applies to customers who purchased a training course in combination with a measuring system:

- In the event of cancellation or rebooking of the training 14-1 days prior to the start of the course, an administration fee of 110 euros per person shall be charged.

- In the event of no-show without prior cancellation, an administration fee of 220 euros per person shall be charged.

If the purchase of a measuring device entitles the customer to participation in a course, the right to attend shall expire two years after the conclusion date of the purchasing contract.

6.4 The customer may at any time appoint a qualified alternative participant without incurring any fees. For individual training, the contractual agreements apply.

7. GOM's right of withdrawal

7.1 GOM may withdraw from the contract if a minimum number of participants – depending on the type of event – is not reached, or if the event has to be canceled due to the trainer being ill or due to reasons for which GOM is not responsible. Before exercising the right of withdrawal, GOM will try to rebook the registration to another date and/or another venue or format.

7.2 GOM shall furthermore be entitled to withdraw if the customer, or a participant of the customer, violates the provisions

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of this agreement. Additionally, GOM reserves the right to block participants who submit incorrect information.

7.3 If, upon conclusion of the contract, there should be doubts about the customer's creditworthiness and thus risk of the incurred and future usage fees and other fees not being paid, GOM shall be entitled to withdraw from the contract after prior notice or to request advance payment from the customer. The customer shall be deemed not credit worthy if they fail to pay a due invoice despite a reminder.

8. Liability

8.1 If, under the statutory provisions, GOM is responsible for damage caused by slight negligence, GOM's liability shall be limited as follows: Liability shall only apply in the event of a breach of essential contractual obligations, such as those that the contract specifically intends to impose on GOM in accordance with its content and purpose, or whose fulfillment is required for proper execution of the contract and on compliance with which the customer regularly relies and may rely. Liability shall be limited to the typical damage foreseeable at the time of the contract conclusion. GOM is therefore not liable for any loss of use. In as far as the damage is covered by insurance taken out by the customer for the damage in question (with the exception of sum insurance), GOM shall only be liable for any associated disadvantages for the customer, such as higher insurance premiums or interest rate disadvantages until the claim is settled by the insurance company. If the customer is a legal entity under public law, a special entity under public law or an entrepreneur who was acting in a commercial or self-employed professional capacity when concluding the contract, these limitations of liability also apply to damage resulting from gross negligence, but not to damage resulting from gross negligence by legal representatives or executive employees of GOM, nor to damage resulting from gross negligence that is covered by insurance taken out by the customer for the relevant damage. No-fault liability for initial defects is excluded. Irrespective of any fault on the part of GOM, GOM's liability in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act shall remain unaffected. GOM's legal representatives, vicarious agents and employees shall not be liable for damage caused by them as a result of slight negligence. The liability limitation which applies to GOM in the event of damage as a result of gross negligence shall apply accordingly to the said individuals, excepting the legal representatives of GOM and its executive employees.

8.2 The liability limitations outlined in this section shall not apply in the event of injury to life, limb or health.

9. Copyright

9.1 The training documents/materials are protected by copyright and are intended exclusively for the personal use of the training participants. In particular, it is prohibited to make the content available to third parties or to use it to conduct other training. The User acknowledges the copyright of GOM and thus the exclusive rights of use and exploitation of the training documents / training material. Filming or photographing the contents of the GOM Training Center is not permitted. GOM reserves all rights, including those of translation, reprinting, and reproduction of the participant documents. Without prior written consent, no part of the training documents/training material may be reproduced, in particular by using electronic systems, duplicated; distributed or used for public rendition. The copyright protection also applies to software that is used during training by GOM.

10.2 The transfer of copyright to the customer requires an individual contractual agreement in writing.

10. Data protection

GOM is entitled to save the data provided by the participant during contract conclusion, online registration and within the scope of the training and to process it for the purposes of developing and conducting the training. The data is only transferred if this is required for conducting, evaluating or invoicing the training. Any other data transfer shall only take place with the permission of the participant. The customer is responsible for ensuring that

this processing of the data of the participant registered by the customer is permissible under the applicable data protection legislation.

11. Safety

During the training, the participants are requested to follow the instructions of the trainers employed by GOM. The company rules and safety regulations applicable at the respective training venue must be observed and obeyed. GOM shall not accept any liability for damage to or soiling of participants' clothing or personal items during the training.

12. Miscellaneous

13.1 Should one or several of the provisions in these Terms and Conditions of Participation be partly or entirely invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Terms and Conditions of Participation. The invalid provision shall be replaced retroactively by a provision that comes as close as possible to the purpose of the intended provision.

13.2 If the customer is a merchant (*Kaufmann*) as defined in German law, a legal entity under public law, or a special entity under public law, the location of GOM's headquarters shall be the place of jurisdiction. However, GOM is also entitled to bring proceedings against the customer in the place of the customer's registered office.

13.3 German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and of the referral regulations of German international private law, provided that the customer is a merchant (*Kaufmann*) as defined in German law, a legal entity under public law, or a special entity under public law.