

General Conditions for Trainings and Seminars

Version: 22-January-2021

I. General

1.1 Applicability

Our services are governed exclusively by these General Conditions. Any terms and conditions differing from those specified herein - including such terms and conditions of the customer - will be binding on us only if we expressly accept them in writing.

1.2 Postponement/Cancellation

We reserve the right to postpone or cancel any of the training or seminars offered, if it fails to attract sufficient interest, if the minimum number of participants is not attained, if the lecturer is not available due to unforeseen circumstances or if any other compelling reasons beyond our control so justify. This applies also after confirmation of registration is given. In such a case the participants concerned will be notified without delay and will be offered an alternative if possible.

1.3 Force Majeure

If the holding of a seminar becomes impossible by force majeure, any remedies against us are excluded.

1.4 Certificate of Attendance

Subject to regular attendance, the participants will be delivered certificates at the end of the seminar.

1.5 Qualifications

If a participant does not meet the specified qualifications for attending the according seminar it may be difficult or even impossible for this participant to reach the targets of such seminar/training.

1.6 Updates / Variations

We reserve the right to adapt the contents of seminars/trainings in favor of the latest state of technology without prior notice. Thereby deviations from the description/announced topics may occur in some cases..

1.7 Data Protection

Responsible for the processing of your personal data (e.g. name, training date, e-mail address) is SCHENCK RoTec GmbH, Landwehrstraße 55, 64293 Darmstadt, +49 (0) 6151 - 32 2311. On the basis of Article 6 (1) lit. b GDPR, we process your data for the purpose of organizing and conducting training courses for which you register, as well as for issuing your certificates and confirmations of attendance. In order to issue a replacement certificate if necessary and to be able to track which training courses you have already successfully attended, we store your data for a period of ten years on the basis of our legitimate interest, pursuant to Article 6 (1) lit. f GDPR. After you have already participated in one of our trainings, we will also inform you about our training offers by e-mail or telephone on this legal basis. You have the right to object to this further storage of your data and to being contacted by e-mail or telephone at any time by notifying academy@schenck.net. To object to our information e-mails, you can also click on the link at the end of each e-mail. At <https://schenck-rotec.com/data-protection.html> you can inform yourself about our data processing and your rights in this regard. If you have any questions, please contact our data protection officer at dataprotection@schenck.net

1.8 Insurance with physical presence trainings

In case a participant falls ill at Darmstadt, we shall bear the cost for first aid if the insurance of the participant does not cover those cost. All other cost including transportation are excluded and have to be borne by the customer.

1.9 System requirements for online-trainings

For online-trainings customer provides data rates, suitable for video transmissions as well as suitable hardware and software. Current requirements and recommended conditions under:

https://schenck-rotec.com/terms-of-business.html?file=files/content/en/Company/Terms%20of%20business/Requirements-customer-equipment-LOT_en210108.pdf

1.10 Payment, cancellation of registration ,general

Current version under:

https://schenck-rotec.com/terms-of-business.html?file=files/content/en/Company/Terms%20of%20business/Payment_Cancellation_General_210111.pdf

II. Exclusion of Liability

The technical information conveyed during the training or contained in the seminar documentation is prepared with great care and to the best of our knowledge and belief. Should an error occur none the less either in the instruction, written or oral, imparted during the training or in the material distributed to the participants, we assume no liability for such error. We neither assume any liability for damage nor indirect losses or damages. Liability shall not be excluded, however, if the aforementioned is done with intent or in cases of gross negligence when liability is imperative.

III. Copyrights

Neither a document delivered in a seminar, training nor its contents may be reproduced, exploited or transmitted to third parties in whole or in part in any form or stored in any retrieval system for purposes not permitted. Software made available during a seminar, training for any purposes must not be moved, copied neither in whole nor in part nor taken in any other form that is not permitted. Video recording or audio recording of our trainings, courses... are not permitted. Any violation obliges the violator for compensation by liquidated damage.

IV. Safety regulations for physical presence

The participants are obliged to observe all safety regulations and accident prevention rules applicable in our facilities as well as all other regulations therein, in particular access regulations / limitations.

V. Other

Otherwise the "Schenck General Terms and Conditions of delivery and installation" in the most current version at the time of the conclusion of contract shall apply exclusively.

SCHENCK RoTec GmbH
Darmstadt