



GENERAL TERMS AND CONDITIONS

BITZER KÜHLMASCHINENBAU GMBH // SCHAUFLER ACADEMY

1. SERVICES

These General Terms and Conditions are applicable to companies, self-employed persons and freelancers. The SCHAUFLER Academy of BITZER Kühlmaschinenbau GmbH, hereinafter referred to as SCHAUFLER Academy, provides services appropriate to the nature and scope of the description of an event in the current event program or in accordance with a separate written agreement. In exceptional cases, the SCHAUFLER Academy reserves the right to change lecturers and/or make changes in the program sequence.

2. REGISTRATION AND CONFIRMATION

Registrations must be addressed in writing to the SCHAUFLER Academy by e-mail, fax or post. By registering, the participants undertake to participate in the event or seminar and pay the corresponding fees and costs. Registrations will be handled on a first-come-first-serve basis and confirmed by e-mail. Registrations and reservations by phone will not become effective until registration in writing (including electronic registration) is received. By registering in writing, the participants accept the General Terms and Conditions as integral part of the contract. Secondary verbal agreements always require confirmation in writing. The training agreement becomes effective upon written confirmation. Individual parts of events cannot be booked unless specifically stated in the event program.

3. CANCELLATION AND PROGRAM CHANGES BY THE SCHAUFLER ACADEMY

The SCHAUFLER Academy reserves the right to cancel an event if the number of participants is too low, a lecturer cancels, a hotel closes, in the event of a force majeure or due to any circumstances that are not the fault of the SCHAUFLER Academy. Program changes shall also be expressly reserved, as long as they do not affect the overall character of the event. A change in lecturers, immaterial changes in the sequence of an event or an acceptable change in the venue of an event does not entitle the participant to a reduction in price or to withdraw from the agreement. In the event of cancellation by the SCHAUFLER Academy, it shall in any case only be required to refund the payments already made. Any further claims shall be excluded, except in cases of intentional or grossly negligent behavior on the part of employees or other agents of the SCHAUFLER Academy.

The SCHAUFLER Academy shall not be liable for the contents of the seminar presentations or of the accompanying work documents or for the way in which they are conducted, unless due to intentional or gross negligence on the part of the SCHAUFLER Academy or one of its agents.

4. CANCELLATION OR REBOOKING BY THE PARTICIPANT

Cancellations must be accompanied by a written explanation. The date of receipt at the SCHAUFLER Academy shall apply. Unless a replacement participant can be presented, a processing and cancellation fee shall be charged. Until 14 days prior to the event, it shall amount to 30% of the registration fee plus the current legal VAT, upon payment of which the event documents shall be sent to the participant if so desired. If cancelled within 14 days prior to the event, if the participant fails to appear without prior cancellation or cancels after the beginning of the event, the full registration fee as invoiced shall be payable.



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Participants are not entitled to set-off, reduction or assertion of a withholding right, unless their claims have been stated as legally binding and are uncontested.

5. EVENT DOCUMENTS

The event documents will be handed over to each participant in accordance with the description of the seminar at the venue of the event.

The event documents – manuscripts, exercises and case studies – are protected by copyright. All rights to the event documents are exclusively owned by the SCHAUFLER Academy.

Any reproduction, digitization, publication, dissemination or making available for download or any other use outside the event requires the prior, express and written approval by the SCHAUFLER Academy / BITZER Kühlmaschinenbau GmbH.

6. REGISTRATION FEES

The registration fees include all event documents and food during the event in-house. The registration fees are regarded as purely net amounts, plus the current legal VAT and other taxes and expenses, if any.

7. TERMS OF PAYMENT

The registration fees requested by sending the invoice shall be according to the date, given in the invoice. For events at short notice or registrations within 14 days prior to the event, the registration fees shall be due on the day of the event. Participants that have violated the agreed dates of payment may be excluded from participating in the event until payment has been made.

8. PARTICIPATION CERTIFICATES

For each seminar, the participant shall receive a participation certificate.

9. COMPLIANCE

All legal transactions shall be performed by the SCHAUFLER Academy in compliance with the German Foreign Trade Ordinance and the ordinances EC No. 881/2002 and No. 2580/2001 and the obligations resulting therefrom. The SCHAUFLER Academy is entitled to compare the personal data of the participants with the names in the lists of the ordinances EC No. 2580/2001 and No. 881/2002 for the decision on the participation of a participant in the event or its performance or termination. Participants listed in the lists of the ordinances EC No. 2580/2001 and No. 881/2002 are not allowed to participate in the event and are not eligible to participate. If a participant is not eligible to participate, registration fees already paid shall be reimbursed by the SCHAUFLER Academy.

The SCHAUFLER Academy has subscribed to the Code of Conduct of the Bitzer Group in the current version, which can be viewed at: <https://www.bitzer.de/us/us/meta-navigation/terms-and-conditions/>.



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10. PLACE OF JURISDICTION AND APPLICABLE LAW

The legal relationship of the contractual parties arising from or in connection with the agreement is governed by the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG). The place of jurisdiction for any legal dispute arising from or in connection with the agreement is the registered office of the SCHAUFLER Academy / Bitzer Kühlmaschinenbau GmbH.

In the event that individual clauses of the above General Terms and Conditions are invalid, this shall not affect the validity of the remaining provisions.