



General Terms and Conditions for Seminars

1. Scope of Application

1.1 The following General Terms and Conditions Training (GTC) are valid for all business relations as regards training courses, seminars, workshops and training sessions between the participant and the Deutsches Institut für Kautschuktechnologie e.V. (*German Institute of Rubber Technology*), Eupener Str. 33, 30519 Hannover Germany (hereinafter referred to as DIK). Applicable is the valid version of these GTC at time the contract was concluded. The inclusion of the participant's own conditions are herewith rejected, unless otherwise agreed in writing.

1.2 Participants in terms of these GTC can be both consumers and entrepreneurs.

1.3 Consumers within the meaning of the GTC is, in accordance with Section 13 BGB refers to any natural person who enters into a legal transaction with the DIK for the purpose that can neither be mainly attributed to his/her commercial nor his/her independent professional activity.

1.4 Entrepreneur within the meaning of the GTC is, in accordance with Section 14 BGB, any natural or legal person or a legal partnership that, upon concluding a legal transaction with the DIK, exercises its commercial or independent professional activity. An incorporated partnership is a partnership with the legal capacity to acquire rights and incur liabilities. An entrepreneur in this sense is also a participant who represents public special assets.

2. Object of the contract

2.1 The DIK offers numerous seminars and advanced training sessions. Contents, scope, venue and dates become apparent from the information stored on the DIK website for each event.

2.2 The DIK is entitled to engage a third party to render its services.

3. Terms of the contract

3.1 The event descriptions contained on the DIK web site do not constitute binding offers of the DIK. The participant, however, can submit a binding offer to enter a service contract via the online ordering function. The participant thereby first clicks on "book online" in the event description. This opens a screen where the participant enters his/her relevant personal data. After clicking on the "continue" button, the participant then reaches an overview page where the participant then books his/her binding attendance in the respective event by clicking on the "Conclude payable contract" button.



After clicking on the "Conclude payable contract" button, any input errors can no longer be corrected.

The DIK can accept the participant's offer by sending an invoice for the booked event.

Registrations will be processed in the order received.

The contract is therefore concluded by the offer of the participant and acceptance of this offer by the DIK.

Before making his/her binding booking, the participant can correct his/her input continuously by using the standard mouse and keyboard input and by using the browser's forward and back buttons.

The final contract is available in German and English.

The contract text is not saved by DIK and therefore cannot be accessed by the participant.

4. Terms of payment

4.1. The prices of the events by the DIK are final prices. Since the seminars are not subject to VAT, the VAT cannot be reported.

4.2 The agreed remuneration will be invoiced by the DIK to the participants.

4.3 Invoices are due for payment within 14 days of receipt. The participant may be in arrears no later than 30 days after the due date. This applies with respect to a participant who is a consumer only if this legal consequence has been expressly indicated in the invoice.

5. Limitation of liability

The DIK is only liable in case of intent and gross negligence. The DIK is also liable for the negligent breach of obligations which resulted in loss of life, limb or health, or a warranty or claims arising from the Product Liability Act are affected. The DIK is also liable in case of the negligent breach of obligations whose fulfillment makes the proper execution of the contract possible in the first place, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the participant regularly relies upon. In the latter case, the DIK is liable, but not for damage that is unforeseeable or not typical to the contract. The DIK is not liable for slightly negligent breaches of other obligations. The aforementioned liability limitations also apply to vicarious agents of the DIK.



6. Cancellation policy for consumers as per Clause 1.3 of our GTC

Right of cancellation

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period shall be fourteen days from the date the contract was concluded. To exercise your right of cancellation, you must inform us:

Deutsches Institut für Kautschuktechnologie e.V.

Eupener Straße 33

30519 Hannover

Germany

Telephone: 0049 511 84201-0

Telefax: 0049 511 8386826

e-mail: info@dikautschuk.de

by means of an unambiguous statement (e.g. a letter sent by regular mail, Fax or e-mail) about your decision to withdraw from this contract. You can sure use the attached model withdrawal form, which is not prescribed however. To observe the cancellation period, it will suffice that you send your message about your use of your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you revoke this contract, we will reimburse all payments we received from you, including the delivery costs (except for the additional costs accrued from your chosen different method of delivery than the cheapest standard delivery offered by us), immediately and at least within fourteen days from the date which the notification about your cancellation of this contract has been received by us. For this repayment, we will use the same method of payment that you used in the original transaction, unless something else was expressly stipulated otherwise; in no case you will be charged fees because of this repayment.

7. Model withdrawal form for consumers in accordance with Clause 1.3 of our GTC

- Model withdrawal form
- (If you wish to withdraw from the contract, please fill out this form and send it back to us.)
- To
- Deutsches Institut für Kautschuktechnologie e.V.
- Eupener Straße 33
- 30519 Hannover
- Germany
- Telefax: 0049 511 8386826
- e-mail: info@dikautschuk.de



- I/We (*) hereby revoke the provision of the following service (*) from the contract concluded by myself/us (*) regarding the purchase of the following service (*)/
-
- Ordered (*)/received (*):
-
- Name of the consumer(s):
-
- Address of the consumer(s):
-
-
- Signature of the consumer(s): (only when notified on paper)
-
- Date:
-
- _____
- (*) Delete where inapplicable.

8. Cancellations

The DIK grants the participant, in the absence of any legal grounds for withdrawal or termination, the option of cancelling the booked event in accordance with the following provisions:

8.1 Customer cancellations must be made in writing to be effective. If the cancellation is received by the DIK up to 15 days prior to the event, we will charge a handling fee of Euro 100.

8.2 If the written cancellation is received by the provider less than 15 days before the training course begins, the provider is entitled to charge the total agreed remuneration.

8.3 The participant is permitted to provide a substitute as an alternative to cancellation. In this case, no cancellation fees will be charged by the provider.

8.4 If the participant has canceled his/her participation in an event and the participant has registered for another date of this event, incurred cancellation fees shall be charged against payment for the other date of the event.

8.5 The aforementioned provisions shall not apply if the participant is able to invoke his/her statutory right of cancellation or termination in the event of his withdrawal or said participant is entitled a right of revocation in accordance with Clause 6 of these GTC. In this case, the statutory regulations shall apply.



9. Withdrawal by the DIK

9.1 The DIK is entitled to withdraw from the contract for good cause irrespective of other reasons, in particular if:

- the minimum number of participants of an event was not reached
- the event must be canceled due to circumstances not attributable to the DIK.
- the instructor is unexpectedly incapacitated due to illness and a substitute instructor cannot be organized in time for the agreed training course date.

9.2 In case of a withdrawal, the provider shall inform the participants immediately about the cancelled training course.

9.3 The participants in the aforementioned cases are not entitled to any compensation claims.

10. Link to the Online Dispute Resolution Platform by the EU Commission

10.1 We point out that the EU Commission has set up an online platform for the extrajudicial online dispute resolution (ODR) at this address:

<http://ec.europa.eu/odr>

10.2 The DIK is not obliged to or takes part in any extrajudicial resolutions.

10.3 Our E-mail-address: info@dikautschuk.de

11. Contents and copyright

11.1 The training materials of the DIK are copyrighted and may not be reproduced or disclosed to third parties without the consent of the copyright holder.

11.2 The DIK reserves the right to modify the event content slightly to conform it to the current state of development.

12. Warranty

The statutory warranty provisions shall apply for consumers.

13. Data protection

The data required for the business transaction shall be saved.

13.1 Use and disclosure of personal data



Should the participant have provided the DIK with personal information, the DIK shall only use this to answer any questions from the participant, to settle contracts concluded with the participant and for technical administration. Personal data is only forwarded by the DIK to third parties or otherwise forwarded if this is required to process the contract or for invoicing purposes or if the participant has given his prior consent. The participant has the right to revoke his/her consent at any time retroactively.

13.2 Any stored personal data will be deleted if the participant revokes his/her consent to its storage if his/her knowledge to fulfill the intended purpose of the storage is no longer necessary or if its storage is impermissible for other legal reasons. Data for billing purposes and accounting purposes are not affected by a deletion request.

13.3 Right to information

Upon written request, the DIK shall inform the participant about his/her saved personal data. Send your inquiry to:

Deutsches Institut für Kautschuktechnologie e.V.
Eupener Straße 33
30519 Hannover

13.4 Safety precaution regarding e-mail use

When communicating by e-mail, complete data security cannot be guaranteed by the DIK so that the DIK recommends using regular mail for any confidential information.

14. Final Provisions

13.1 The law of the Federal Republic of Germany shall apply to all legal relationships of the parties excluding the laws on the international sale of goods. For consumers, this choice of law shall only apply insofar as the granted protection is not withdrawn by mandatory provisions of law of the country in which the consumer has his habitual residence.

14.2 The exclusive jurisdiction for any disputes arising from the contractual relationship between the participant and the DIK, insofar as the customer is a businessman, is Hannover.

14.3 Should individual clauses of these Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining clauses.

14.4 The German version of these GTC has priority.