



# General Terms and Conditions for seminars and (online) trainings

## § 1 Area of Application

(1) The following general terms and conditions govern the present and future business and contractual relationships between GEZE GmbH – hereinafter referred to as GEZE – and the service recipient of any type of training, hereinafter referred to as CUSTOMER. Contradicting general terms and conditions of the CUSTOMER are not included and are not a part of the contract, unless they are confirmed in writing by GEZE. GEZE is not obligated to explicitly object to contractual forms or terms and conditions of the CUSTOMER, even if these state that their validity is an express condition for the business transaction.

(2) Verbal commitments and collateral agreements require the written confirmation of GEZE.

## § 2 Registration

The registration of each participant must be done online via the continuous professional development (CPD) tool provided by GEZE (<https://gezegmbh.plateau.com/learning/user/portal.do?siteID=EXTERNAL&landingPage=login>). The participant books the desired event via the provided CPD tool two weeks before the commencement of the event at the latest.

This login and registration of the CUSTOMER represents a binding offer for concluding a contract about the participation in CPD training. The registration must take place in writing (online, by post, fax or email). The participation contract comes into effect with the receipt of the confirmation of registration (confirmation of booking) with the CUSTOMER.

Communication by GEZE with the CUSTOMER takes place exclusively by email. The CUSTOMER must take the technical measures to ensure receipt of emails (e.g. exclusion from a blacklist). If the CUSTOMER does not receive the booking confirmation or receives it late, the contract shall be considered as concluded, if GEZE does not declare the refusal within a period of 14 days. In this case, the CUSTOMER waives a DECLARATION OF ACCEPTANCE by GEZE as per § 151 of the German Civil Code.

The CUSTOMER is under obligation to securely store the access data, to not forward it to unauthorised third parties, and to protect it from them accessing it. The CUSTOMER is furthermore obligated to keep the provided login data, especially the contact details, up-to-date.

## § 3 Prerequisites

(1) Repair and maintenance of GEZE plants is equally complex and important. Therefore, its quality has a very high significance for GEZE, whereby GEZE underlines its position in the market as a premium supplier. For this reason, the training at the plants is also of special importance and the standard of the training is correspondingly high.

(2) Therefore, a prerequisite for the participation of the CUSTOMER in advanced training courses is also, detailed practical experience in installation and setting-up of GEZE systems, which is taught in the respective associated technical product training, specifically:



<b>Expertise Trainings</b>	<b>Prerequisites for the participation:</b>
GS 250 Expertise in GEZE hold-open systems	GS 114 GEZE door technology for installation engineers <sup>1</sup>
GS 251 Expertise in GEZE Smoke and heat extraction systems <sup>2</sup>	GS 143 GEZE Smoke and heat extraction systems and ventilation technology
GS 252 Expertise in GEZE Automatic swing door systems <sup>2</sup>	GS 125 GEZE Automatic swing door systems
GS 262 Expertise in GEZE Automatic sliding door systems <sup>2</sup>	GS 123 GEZE Automatic sliding door systems
GS 253 Expertise in GEZE SecuLogic Emergency exit systems <sup>2</sup>	GS 132 GEZE SecuLogic emergency exit systems
GS 230 Expertise in MBZ 300 parameter setting	GS 251 Expertise in GEZE Smoke and heat extraction systems <sup>2</sup>

(3) The prior participation in the corresponding advanced training is a requirement for the participation in the seminars for certificate extension. This participation may not be older than four years.

<b>Certificate extension:</b>	<b>Prerequisite for the participation:</b>
GS 350 Expertise in GEZE hold-open systems	GS 250 Expertise in GEZE hold-open systems
GS 351 Expertise in GEZE Smoke and heat extraction systems <sup>2</sup>	GS 251 Expertise in GEZE Smoke and heat extraction systems
GS 352 Expertise in GEZE Automatic door systems <sup>2</sup>	GS 252 or GS 262 Expertise in GEZE Automatic swing or sliding door systems
GS 353 Expertise in GEZE SecuLogic Emergency exit systems <sup>2</sup>	GS 253 Expertise in GEZE SecuLogic Emergency exit systems
GS 330 Expertise in MBZ 300 parameter setting	GS 230 Expertise in MBZ 300 parameter setting

(4) Furthermore, the CUSTOMERS confirm the following other prerequisites with the registration, namely that they

- are engineers of the relevant discipline with at least five years of professional experience or that they
- are persons with completed relevant craft training or that they
- are persons with equivalent training and at least five years of professional experience in the discipline in which they want to work.

We reserve the right to demand appropriate certificates.

(5) Please note: Very high proficiency of German (fluency in speaking and writing) is necessary for understanding the seminar content, particularly the legal regulations for attaining the expertise.

<sup>1</sup> Alternatively, we accept comprehensive, thorough knowledge of GEZE door technology in terms of installation, connections and settings as well as many years of practical experience in handling GEZE door technology. We reserve the right to demand appropriate certificates.

<sup>2</sup> The following other prerequisites apply for this expert seminar. Certificate of training for becoming a “professional electrician” or “electrician for specified tasks” or the certificate as “person trained in electrical work”. We reserve the right to demand appropriate certificates.



(6) GEZE reserves the right to not admit participants if the qualification and/or the fulfilment of the prerequisites by the CUSTOMER is not proven two weeks before the seminar date at the latest.

#### **§ 4 Confidentiality**

All information, knowledge and experience, which the customer has access to by virtue of a training with GEZE or which it receives from GEZE, must be treated as confidential by the customer and may not be disclosed to third parties. This particularly includes all test questions and answers. Documents of any kind are prohibited from being duplicated and may not be processed for improper purposes.

The credentials to the GEZE CPD tool (online learning platform) is personal and must be kept confidential, i.e. the customer is under obligation to change his/her password and not to provide access to any third party, as the personal learning results / certificates can be viewed and accessed from here. The objective of this agreement is to prevent a possible data misuse.

#### **§ 5 Additional obligation of the CUSTOMER to cooperate in case of online seminars**

For participation, the CUSTOMER must fulfil the technical conditions put forth by GEZE (e.g. stable internet connection, latest browser version, speakers or headset). The CUSTOMER is responsible for testing and ensuring the technical prerequisites. Any failure of the technical prerequisites on the part of the CUSTOMER, and where applicable, even during the online seminar, do not release him/her from the contractual payment obligation.

#### **§ 6 Conducting the seminars and confirmation of participation**

(1) GEZE offers seminars only when there are at least a minimum number of participants, simultaneously, the number of participants is also limited. In this process, registrations are considered in the order of their receipt. GEZE reserves the right to postpone or cancel an event - even at short notice. This especially applies if the minimum number of participants is not reached or if a lecturer falls ill.

(2) Besides that, the following applies: The contract between the CUSTOMER and GEZE will be legally binding with the receipt of confirmed participation before the beginning of the seminar and the CUSTOMER will receive further detailed information. By this time at the latest, GEZE shall inform if a registration cannot be considered. This is especially the case if there are doubts that the registered participants possess the necessary prerequisites.

(3) An entitlement for conducting the seminar or for substitution of a missed event date does not exist.

#### **§ 7 Data Protection**

The order is handled by means of automatic data storage. In this process, the data is electronically saved for internal purposes and can be circulated within the GEZE Group. This data shall be used for fulfilling our duties towards you, i.e. for establishing contact, issuing certificates, confirming participation, providing product information that helps gain the necessary expertise etc. . Moreover, we remind you once your certificate has expired via an invitation email about the possibility to renew/ extend this certificate, without which you do not hold a manufacturer authorisation any longer. The CUSTOMER agrees to this procedure with their registration. Our affiliated companies will use your data only for awarding contracts.

You can always object to this data processing fully or partly, after which the corresponding data shall be entirely deleted.

Additional information about our data protection can be obtained from the website <https://www.geze.com/en/data-protection> .



## **§ 8 Event contents and execution**

The object of a specific contract is the execution of the booked event or other agreed services, however not specific success.

The speakers carry out events exclusively in the name of and on behalf of GEZE. If the CUSTOMER has interest in additional and/or follow-up events with the appointed speakers/event managers, the booking as well as new contracts must take place via GEZE.

For every successfully attended event, the participant receives a certificate in their name. Receiving a certificate is only possible if a participant attends the entire event consistently and has successfully completed the test. Division among multiple participants is not possible. Partial booking is only possible in exceptional cases and upon request. Certifications or certificates of attendance are issued to the CUSTOMER after attending the seminar only if the final exam was successfully completed.

The events are prepared and executed diligently and carefully by the speakers/seminar instructors. GEZE does not accept any liability with regards to topicality, accuracy and completeness of the documents or the execution of the events.

The CUSTOMER is obliged to complete the exam provided at the end of the seminar in the format of a form or via the GEZE continuous professional development (CPD) tool independently and without external help by third parties. Your own notes made during the seminar as well as the documents provided by GEZE may be used during the exam.

## **§ 9 Seminar Fees**

(1) The seminar fees specified on the internet or in the quotation must be paid for the participation in the seminars and trainings. The fees are invoiced after the seminar is concluded and are due for payment within 14 days. A cash discount is not granted.

(2) The seminar fees include the costs for seminar documents, lunch and beverages. Costs for hotel accommodation and travel are borne by the CUSTOMER; they also have to ensure the relevant bookings.

(3) Payment of the seminar fees in full is essential for the issuance of the certificate.

(4) For events that are held by our event partners or on behalf of our event partners, the fees of the respective event partner apply.

## **§ 10 Revocation of the manufacturer authorisation**

(1) According to these conditions, the CUSTOMER shall obtain GEZE's authorisation to commission, test and maintain the corresponding GEZE products after he / she has successfully completed the training. However, this authorisation can be revoked on the following grounds:

- a) The CUSTOMER has not performed the work done in connection to GEZE products according to GEZE's manufacturers' instructions and/or standard/policy/legal specifications.
- b) The CUSTOMER has not or not fully paid for the training attended at GEZE for acquiring manufacturer's authorisation despite fixing a proper time limit.

(2) According to these terms and conditions and especially § 8 of these terms, the respective certificates are either issued or provided in electronic form for printing by GEZE after successful participation. In the latter case, GEZE's obligation to issue a certificate in paper format lapses. It must be returned immediately, if the CUSTOMER's authorisation has been revoked. Under no circumstances will the CUSTOMER continue to have the right to retain possession of the issued certificate. He will be



prohibited to use the certificate in any manner, neither by copying or photographing nor other means of reproduction.

### **§ 11 Withdrawal**

A withdrawal from the event must take place one week before the beginning of the seminar at the latest. In case of a later withdrawal or no-show of the participant, we shall invoice an administrative charge amounting to €100.00 per person and seminar/training.

### **§ 12 Liability**

GEZE designs the seminars in such a way that CUSTOMERS can achieve the seminar objectives by attentive participation in the teaching and exercises. Nevertheless, GEZE does not bear liability for any success of the training.

GEZE has unrestricted liability for damages to life, limb and health, which are based on negligent or deliberate breach of duty of the legal representative or the vicarious agents, and for damages, which are covered by the product liability law as well as for all damages, which are based on intentional or grossly negligent breaches of contract as well as fraudulent intent of the legal representative or the vicarious agents.

Moreover, GEZE is liable in case of negligent violation of cardinal duties (significant contractual obligations) for damages caused through these, to a maximum amount of double the contract value. It is determined as per the contract underlying the event giving rise to liability.

Incidentally, GEZE is only liable for gross negligence and intent.

GEZE takes every effort to create its products and services as per the latest knowledge and latest version. Their correctness as well as content-related and technical accuracy is expressly not assured.

### **§ 13 Industrial property rights and copyrights**

GEZE expressly reserves the copyrights on the documents, results, calculations, etc. provided by it or by the speakers/event managers. The documents provided by GEZE may not be duplicated or publicly disclosed without written consent by GEZE in text format, but should only be used for private or other internal use.

The wording and figurative marks of GEZE, with the exception of the certificates issued by GEZE, may not be used without an express consent by GEZE in text form.

### **§ 14 Applicable Law, Jurisdiction**

(1) German law under exclusion of the UN Convention on Contracts for the International Sale of Goods applies to the contractual relationship.

(2) Exclusive legal venue for all disputes from or in connection with these general terms and conditions is Stuttgart.

(3) The EU commission provides an internet platform for online resolution of disputes ("ODR Platform") at <https://ec.europa.eu/consumers/odr/>. This platform serves as a point of contact for out-of-court settlement of such disputes, which arise from online purchase contracts. We are neither obligated nor ready for participation in a dispute settlement procedure in front of a consumer arbitration board.



## § 15 Miscellaneous

(1) GEZE retains the right to all the seminar documents, especially the right to reproduction or translation.

(2) If one or more of the above provisions of this agreement should be or become ineffective or unimplementable, this does not affect the effectiveness of the remaining provisions. The ineffective or unimplementable provision shall be replaced by an effective and implementable provision, which comes closest to the economic purpose of these general terms and conditions. This is correspondingly applicable for loopholes.

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