

**General Conditions of Participation for
Seminars, Training and Education Sessions of
Atlas Copco IAS GmbH**

§ 1

Scope of application

1. For seminars, training and other education services (also collectively hereinafter referred to as the **“training services”**) of Atlas Copco IAS GmbH with its registered office in Bretten, Germany, and entered in the commercial register of the local court of Mannheim under HRB 729840, business address: Gewerbestraße 52, 75015 Bretten, Germany (hereinafter **“AC IAS”**) and for associated offers, orders and order acceptances of AC IAS, only these General Conditions of Participation (hereinafter **“Conditions of Participation”**) shall exclusively apply.
2. These conditions of participation, apply exclusively; AC IAS does not recognize the customer’s conflicting or deviating conditions, unless AC IAS has expressly consented to their validity in writing. The present conditions of participation also apply to all future transactions between AC IAS and the customer in connection with training services, even if AC IAS does not expressly refer to them again in the future and they are not the subject of a further separate agreement. Other customer’s conditions shall also not apply, even if AC IAS is aware of them and provides the service unconditionally.
3. The present order conditions only apply to companies, legal entities under public law or special funds under public law pursuant to section 310 paragraph 1 of the German Civil Code (BGB): they do not apply to consumers within the meaning of section 13 BGB.

§ 2

Conclusion and Subject of Contract, Scope of Services and Training Locations

1. AC IAS’s offers are subject to change and nonbinding, unless they are expressly identified as binding or contain a defined time limit for acceptance.
2. The subject of the respective seminars, training and/or education sessions is the communication of the contents in accordance with the respective seminar and/or training descriptions of AC IAS. The services of AC IAS are services within the sense of § 611 BGB (German Civil Code). As the success of the training sessions depends amongst other things on the cooperation and learning capabilities of the respective participant in the training session (hereinafter referred to as **“Participant”**), AC IAS can assume no liability whatsoever for the success of its training services and hence shall not assume said liability.
3. AC IAS reserves the right to slightly deviate from the contents described in the seminar and/or training descriptions if so required by the group of participants or by technical changes. Customer requests for deviations must be in writing.
4. AC IAS reserves all property rights and copyrights in the catalogues, brochures, technical documentation (e.g. drawings, plans, computations, calculations) and other training materials – including in electronic form – that AC IAS transfers to the customer. They may not be made available to third parties. This applies particularly to written documents that are designated as confidential. The customer shall require the express written consent of AC IAS before forwarding them to third parties.
5. The customer’s booking of an education session and ordering of other education services is a binding contract offer. AC IAS is entitled to accept orders, commissions or other customer contract offers within 14 days of their receipt. AC IAS shall confirm acceptance of the contract offer in writing (e.g. by means of order confirmation) or by rendering the service.

6. The order confirmation is authoritative for the scope of services.
7. The training sessions shall take place at AC IAS locations or, upon customer request, at customer locations. If the training takes place at customer locations, the customer is responsible for ensuring the availability of necessary hardware and software.

§ 3

Participation Fees, Prices and Payment Conditions

1. Unless otherwise agreed in individual cases, the respective AC IAS participation fees and list prices current at the time of contract conclusion apply.
2. The participation fees and prices apply to the scope of services and supply listed in the order confirmation. Unless otherwise agreed, the transfer of training documents, which may be made available in printed form or as PDF files at AC IAS's option, beverages served during the training session in AC IAS's premises and, if agreed, a lunch are covered by the payment of participation fees. The customer is responsible for any travel, accommodation or other subsistence costs and they must be borne by the customer or participants.
3. Depending on the agreement, the participation fees are charged per training session for the agreed number of participants. AC IAS reserves the right to demand an additional fee, if the number of participants exceeds the maximum number defined in the corresponding course description.
4. Upon receipt of the invoice, the agreed participation fees shall be transferred to the account specified thereon.
5. A set-off against customer's counterclaims or retention of payments due to such claims is only permissible if the customer's counterclaims are uncontested or recognized by declaratory judgement.

§ 4

Execution Time, Postponements, Cancellation by AC IAS

1. The performance times arise from the agreement between the parties, whereby the statements in the order confirmation are definitive.
2. In the event of unforeseeable obstacles (especially force majeure, which includes industrial dispute in the own company, transport delays, machine breakage and sovereign measures) that are beyond AC IAS's control or influence, the performance times shall be appropriately adjusted or postponed.
3. AC IAS may cancel a training session for good cause, e.g. in the event of loss or sickness of a speaker or force majeure. In these cases and in cases of necessary changes in the programme, AC IAS shall inform the participants as promptly as possible. If AC IAS must exceptionally cancel a session, the customer is not obligated to pay remuneration. Further claims are excluded, except in cases of wilful or grossly negligent behaviour on the part of AC IAS's legal representatives, employees or other vicarious agents.

§ 5

Cancellation of Training by the Customer

The customer may cancel up to 20 days before the particular training session. Such notifications must be in writing. After that, the full course fees must be paid.

§ 6 Safety Information

During the training session, products may be dealt with that are hazardous to health, such as adhesives, application materials, fuels and/or mechanical or electrical components. The local safety regulations and instructions of the training personnel must therefore be observed and followed without fail. If this is pointed out in the training description, participants in the training session shall bring and use suitable personal safety equipment at their own expense.

§ 7 Liability

1. Unless otherwise agreed in these conditions of participation, AC IAS shall only be liable for damages or futile expenditure – irrespective of legal grounds – if the damages or futile expenditures was
 - a) caused by the culpable breach of an obligation, the fulfilment of which is essential to the proper implementation of the contract and upon which fulfilment the customer may ordinarily rely (**essential contractual obligation**), by AC IAS or one of their vicarious agents
 - b) or due to a grossly negligent or intentional violation of a contractual obligation by AC IAS or one of its vicarious agents.
2. If AC IAS is liable for the breach of an essential contractual obligation pursuant to § 7 paragraph 1 a) in the absence of gross negligence or wilful intent, then the liability for compensation of AC IAS shall be limited to the typically occurring damages foreseeable upon conclusion of the contract. The above limitation of liability in accordance with sentence 1 applies equally to damages due to gross negligence or wilful conduct caused by employees or representatives of AC IAS, unless they are among AC IAS's directors or executives.
3. Furthermore, except for cases of gross negligence and or wilful conduct, the parties are mutually liable for indirect damages (such as business interruptions and production shutdowns), consequential damages and/or loss of profit.
4. The participants are individually responsible for items they have brought with them. AC IAS accepts no responsibility for participants' lost valuables and/or property.
5. The above limitations of liability referred to in section 7 paragraphs 1 to 4 do not apply if AC IAS's liability is obligatory due to the provisions of the German Federal Product Liability Act or claims are made against AC IAS for injury to life, limb or health.
6. Any further liability for compensation beyond that specified in section 7 paragraphs 1 to 5 is excluded, irrespective of the legal nature of the claims made. This also applies in particular to claims for damages arising from breaches of duty in the conclusion of the contract pursuant to section 311 paragraph 3 BGB, positive breach of contract pursuant to section 280 BGB or tortious claims pursuant to section 823 BGB.
7. AC IAS shall in particular also not be held responsible for damage caused by participants despite contractually compliant training (e. g. due to incorrect application of the content learned). AC IAS shall under no circumstances be held liable for such damage.
8. If the liability of AC IAS for compensation toward the customer pursuant to § 7 paragraphs 1 to 7 is excluded or limited, this shall also apply with regard to the personal liability for compensation of the staff, employees, associates, representatives and vicarious agents of AC IAS.

§ 8
Data Protection

AC IAS is entitled to process data, obtained in the course of the business relationship or in connection with it, about the customer and the participants, no matter whether it originates from the customer or third parties, within the meaning of the German Federal Data Protection Act (BDSG). In accordance with section 28 BDSG, AC IAS shall only store the customer's data within the framework of the purpose of the contractual relationship and the legal obligations to preserve records.

§ 9
Place of Performance and Court of Jurisdiction

1. Place of performance for all obligations arising from this contract, in particular performance and payment obligations, is Bretten.
2. Court of jurisdiction for all claims between AC IAS and the customer is Karlsruhe, insofar as the customer is a merchant, legal entity under public law or a special fund under public law. However, AC IAS also has the right to bring an action against the customer at their legal court of jurisdiction.

§ 10
Applicable Law

These contract conditions and the entire legal relations between AC IAS and the customer shall be exclusively governed by the laws of the Federal Republic of Germany in the same way that it applies to German merchants.

§ 11
Assignment of Rights

The assignment of the customer's rights and obligations arising from the contract concluded with AC IAS shall require the written consent of AC IAS to become effective.

(Status: 14/03/2018)
