

## 1. General Conditions

- 1.1 These General Terms and Conditions for Participation apply to all services, including all contracts for the provision of consulting and information services, related to a training as well as to the provision of a training by ZEISS Group companies associated to the segment Industrial Quality & Research (hereinafter referred to as "ZEISS") unless expressly agreed otherwise in writing. General terms or conditions of the customer that contradict these General Terms and Conditions for Participation shall only apply to such extent that ZEISS has expressly agreed to the contradicting terms and conditions in writing.
- 1.2 Ancillary oral agreements are not valid unless they have been confirmed in writing.
- 1.3 The customer bears the risk of an incorrect transmission of any subscriptions and instructions. The customer is obliged to immediately inform ZEISS in the event of email address changes.
- 1.4 ZEISS shall only perform ancillary services in connection with the subject matter of the contract if this has been agreed upon separately. For such services, these Terms and Conditions for Participation shall also apply, unless special conditions have been agreed upon in individual cases.

## 2. Registration and Confirmation

- 2.1 The courses/trainings offered by ZEISS are non-binding. Descriptions are subject to changes due to technical innovations or market-related requirements.
- 2.2 Subscriptions for courses, trainings (local, live online), eLearnings and other events offered by ZEISS must be done in writing. A subscription can either be done via a registration form including the name of the participant, the training/qualification designation and the date / desired date, or online via the Internet.
- 2.3 A subscription via telephone or in persona is only valid in case the customer immediately confirms it in writing. Courses/trainings agreed upon on an individual basis will be explicitly confirmed by ZEISS; this confirmation will contain the prices and all the information required.
- 2.4 The subscription is considered as accepted as of the transfer of the registration confirmation via email.
- 2.5 By registering, the participant accepts the following terms and conditions.

## 3. Prices, Payment Terms

- 3.1 The prices mentioned in the respective course/training offer and applicable at the time of subscription, or, respectively, individual price agreements apply. The participation fee is charged to the customer per participant and includes the course/training itself, the training materials, the usage of the technical equipment and of the measuring devices as well as of the equipment in the training center. Prices for customer-specific training days are agreed upon separately. The prices exclude the applicable sales tax, which is to be paid additionally.
- 3.2 Once a new seminar/training offer is published, all earlier information becomes invalid.
- 3.3 All travel costs, overnight stays, expenses and other costs for the training participants are not included in the prices and are to be carried by the customer.
- 3.4 ZEISS reserves the right to change the prices whenever the duration and/or the content/topic of the training has been changed; however, any such adaptations shall be agreed upon with the customer in advance.

- 3.5 Attending only part of the course/training or event, arriving late or departing early, or not successfully completing the learning check does not entitle the participant to reduce the price.
- 3.6 The invoice is issued to the customer after the training has been carried out or, respectively, after the eLearning has been booked. The invoice is payable within 30 days after the invoice date, without any deduction. In the event of default in payment – for B2B invoices, this applies from the due date – ZEISS shall be entitled to charge default interests in the amount of the costs incurred (in particular credit costs, own processing costs), but not less than 9% p.a. above the current base rate of the European Central Bank. This, however, does not exclude the possibility for the customer to provide evidence of considerably lower costs incurred, and – in individual cases – it does not exclude the possibility for ZEISS to provide evidence of particularly high costs incurred.
- 3.7 The customer is only entitled to offset counterclaims against claims by ZEISS if the customer's counterclaim is undisputed or a legally binding title exists; a right of retention may only be asserted insofar as it is based on claims arising from the order.

## 4. Training Services and Employment of Speakers and Trainers

- 4.1 For all events, ZEISS reserves the right to replace announced speakers/trainers by equivalent alternative speakers/trainers and to make necessary changes to the training program while maintaining the overall character of the event.
- 4.2 Furthermore, ZEISS reserves the right to change dates and locations and to convert in-person trainings into equivalent Live Online Trainings or eLearning courses after timely prior notification. In these cases, the customer is entitled to cancel participation in writing without having to pay any canceling fees provided that the notice of canceling is issued within one week after having received the notification of change.

## 5. In-house Trainings

- 5.1 If the customer wishes so, ZEISS carries out certain trainings on the customer's premises (in-house trainings). In-house trainings will be agreed upon in a separate contract between the customer and ZEISS. Upon receiving the customer's inquiry, ZEISS clarifies the framework conditions of the training with the customer and generates a written offer upon request. The customer has to confirm acceptance of the offer in writing within the period stipulated in the offer.
- 5.2 The customer is responsible for ensuring the framework conditions stipulated by ZEISS for the in-house trainings. For in-house trainings, prices and services are agreed upon between the customer and ZEISS in an individual contract, and, if no special regulations apply, they are invoiced plus the legally applicable value added tax.

## 6. Consulting Services

- 6.1 The details of a consulting service are agreed upon in a separate contract in writing, which ZEISS shall send to the customer as a written offer and which shall then be accepted by the customer in writing.
- 6.2 The purpose of this contract is the consulting service described therein and not the achievement of a certain economic success or the creation of an expert report. The

consulting service is considered as provided once the necessary examinations and analyses as well as the resulting conclusions have been elaborated, regardless of whether or when the resulting conclusions or recommendations will be implemented.

## 7. The Customer's Right of Withdrawal / Notification Periods

- 7.1 If the customer wants to withdraw from the course/training, he must notify this in writing.
- 7.2 If the customer cancels a booked course or changes to another course, he will not be charged with any cancellation fees provided that he notifies ZEISS about the cancellation 21 days prior to the start of the course at the latest. Insofar as the customer is not entitled to withdraw from the contract, in the event of cancellation or rebooking having occurred too late, ZEISS shall charge a cancellation fee for losses and additional administrative expenses as per the following scale:

Cancelling or rebooking	Cancellation fee
21–7 days prior to start of the course	20% of the course fee
6–1 day(s) prior to start of the course	50% of the course fee
Absence without prior notification	100% of the course fee

In case the customer, in time, provides a substitute participant for the booked course, no cancellation or administration fee will be charged.

- 7.3 Training in combination with the purchase of a measuring device  
If the customer has purchased the training in combination with a measuring device, he will only be charged with an administration fee when he books another training:

Rebooking	Administration fee
7–1 day(s) prior to start of the course	86 euros
Absence without prior notification	172 euros

The customer's right to participate in a training purchased in combination with a measuring device shall expire two years after the conclusion date of the purchasing contract.

- 7.4 The customer may, at any time, appoint a qualified alternative participant without being charged with any fees. For seminars/trainings agreed upon on an individual basis, the contractual agreements apply.

## 8. ZEISS's Right of Withdrawal

- 8.1 ZEISS may withdraw from the contract if a minimum number of participants – depending on the type of event – has not been reached, or if the event has to be canceled due to the trainer/speaker being ill or due to reasons ZEISS is not responsible for. Before exercising the right of withdrawal, ZEISS will try to rebook the registration to another date and/or another venue, insofar as this is feasible and the customer agrees to that.
- 8.2 ZEISS shall furthermore be entitled to withdraw from the contract if the customer, or a participant of the customer, violates the provisions of this agreement. Furthermore, ZEISS reserves the right to suspend participants who provide incorrect information.

- 8.3 If, upon conclusion of the contract, there are any doubts about the customer's creditworthiness and thus risk of the incurred and future usage fees or other fees not being paid, ZEISS shall be entitled to withdraw from the contract after prior notification, or to request advance payment from the customer. The customer shall be deemed not creditworthy if they fail to pay a due invoice despite a reminder.

## 9. Liability

- 9.1 If, under legal provisions, ZEISS is responsible for damages caused by negligence (not gross negligence), ZEISS's liability shall be limited as follows hereinafter:

Liability shall only apply in the event of a breach of essential contractual obligations, such as those that the contract specifically intends to impose on ZEISS in accordance with its content and purpose, or whose fulfillment is required for proper execution of the contract and on compliance with which the customer regularly relies and may rely. Liability shall be limited to the typical damage foreseeable at the time of contract conclusion. ZEISS is therefore not liable for any loss of use. Insofar as the damage is covered by insurance taken out by the customer for the damage in question (with the exception of sum insurance), ZEISS shall only be liable for any associated disadvantages for the customer, such as higher insurance premiums or interest rate disadvantages, until the claim is settled by the insurance company.

If the customer is a legal entity under public law, a special entity under public law or an entrepreneur who was acting in a commercial or self-employed professional capacity when concluding the contract, these limitations of liability also apply to damages resulting from gross negligence, but not to damages resulting from gross negligence by legal representatives or executive employees of ZEISS, nor to damages resulting from gross negligence that is covered by insurance taken out by the customer for the relevant damage.

No-fault liability for initial defects is excluded. Irrespective of any fault on the part of ZEISS, ZEISS's liability in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act shall remain unaffected.

ZEISS's legal representatives, vicarious agents and employees shall not be liable for damage caused by them as a result of slight negligence.

- 9.2 The liability limitations outlined in this section shall not apply in case there is a risk to life, limb or health.

## 10. Copyright

- 10.1 ZEISS reserves all rights, including those of translation, reprinting, and reproduction of the participant documents. Without prior written consent, no part of the training documentation/training material must be reproduced in any form, including for the purpose of teaching; in particular, it must not be processed, duplicated, distributed or used for public reproduction using electronic systems, without prior written permission. The copyright protection also applies to software that is used in the ZEISS seminars.

- 10.2 In the case of training courses conducted by the customer, the customer undertakes to ensure copyright protection in accordance with the above paragraphs by designing the participant materials accordingly and informing

the participants of ZEISS's existing copyrights at the beginning of an event.

10.3 Insofar as the work results achieved within the scope of a consulting assignment are subject to copyright protection, ZEISS shall remain the owner of the copyrights.

10.4 The transfer of copyrights to the customer requires an individual contractual agreement in writing.

## 11 Data Protection

ZEISS is entitled to save the data provided by the participant during contract conclusion, during online registration and within the scope of the course/training, and to process them for the purposes of developing and conducting the training. The data are only transferred if this is required for conducting, evaluating or invoicing the training. Any other data transfer shall only take place with the permission of the participant. The customer is responsible for ensuring that this processing of data of the participants registered by the customer is permissible under the applicable data protection legislation.

## 12 Safety

During the course/training, the participants shall follow the instructions given by the speakers/trainers employed by ZEISS. The company's rules and the safety regulations applicable at the respective training venue must be observed. ZEISS shall not accept any liability for damage to or soiling of participants' clothing or personal items that occurs during the seminar/training.

## 13 Miscellaneous

13.1 If the customer is a merchant (*Kaufmann*) as defined by German law, a legal entity under public law, or a special fund under public law, Stuttgart shall be the place of jurisdiction.

However, ZEISS also has the right to hold the customer accountable at the courts responsible for the customer's place of business.

13.2 German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and of the referral regulations of German international private law, provided that the customer is a merchant (*Kaufmann*) as defined in German law, a legal entity under public law, or a special fund under public law.