

General Terms and Conditions of mbi GmbH for Training

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§ 1 Scope

- 1.1. These General Terms and Conditions for Training apply to all services within the scope of classroom training and online courses (hereinafter collectively referred to as "training") provided by mbi GmbH.
- 1.2. mbi GmbH offers training exclusively to entrepreneurs within the meaning of Art. 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law (hereinafter collectively referred to as "contracting parties").
- 1.3. Terms and conditions of the contracting party shall not apply, even if mbi GmbH does not separately object to their validity in the respective individual case. Even if mbi GmbH refers to a letter that contains or refers to the terms and conditions of the contracting party or a third party, this does not constitute an agreement to the validity of those terms and conditions.

§ 2 Registration – Conclusion of contract

- 2.1. Registrations for our training must be made in written form by fax, email or via our online registration system.
- 2.2. All offers and prices on the website of mbi GmbH are non-binding, as long as they do not become the content of a contractual agreement. By sending the registration form on the website, the business partner makes a binding contractual order. The contract with mbi GmbH is only concluded when mbi GmbH expressly accepts this order and confirms it in written form.

Irrespective of the form in which the contract is concluded, the contract shall be deemed to have been effectively concluded at the time the registration confirmation is received by the customer in written form.
- 2.3. Should a registration not be accepted, we will inform you accordingly without delay. There is then no entitlement to participation.

§ 3 Content and services of training

- 3.1. The contents of the training are generally specified in the announcement on the website of mbi GmbH or in the written information. If an individual training offer has been made to the contracting party, the description of services contained therein shall apply.
- 3.2. If a training takes place at the business premises of mbi GmbH, the participation fees cover the following services, in addition to the actual training:
 - a joint lunch on every full day of training,
 - beverages during breaks,
 - training material,
 - provision of a laptop for the duration of the training.
- 3.3. The services of mbi GmbH are services within the meaning of Art. 611 et seq. BGB. Successful completion of the training is not guaranteed.
- 3.4. mbi GmbH will perform the training with qualified personnel. mbi GmbH is free to choose who it employs to provide the service. If, and to the extent that mbi GmbH has named persons to the contracting party whom it intends to use for the performance of services, this shall correspond to the planning status at the time this information is given. The contracting party shall have no claim to the deployment of the aforementioned persons.

§ 4 Fees and payment terms

The participation in a classroom training will be invoiced after the classroom training has been carried out. The invoicing for online courses will take place immediately after the registration. Invoices are due for payment within two weeks after invoicing.

§ 5 Special Terms and Conditions for online courses via the "Moodle" platform

- 5.1. If the contract concluded between mbi GmbH and the contracting party includes the provision of online courses for the "WINPACCS" software, the special contractual conditions described in the following paragraphs shall apply.
- 5.2. mbi GmbH shall provide the customer with online access to the "Moodle" platform for the selected booking period of the online course. The contracting party can view the course videos and exercises on-demand within this platform. In addition, a test version of the "WINPACCS" software can be used for the practical exercises of the training in the online courses. Access to the software is via a terminal server with the access data provided by mbi GmbH.
- 5.3. The access data may not be passed on to third parties unless mbi GmbH has given its consent in written form.
- 5.4. It is not permitted to duplicate any of the training videos or distribute them, in particular this includes downloading them.

§ 6 Liability for damages

- 6.1. For any legal reasons whatsoever, mbi GmbH shall be liable vis-à-vis the contracting party for any damages caused by malicious intent or gross negligence on the part of its employees, and for damages ensuing from injury to life, limb or health caused by normal negligence.
- 6.2. Otherwise, any liability in the event of normal negligence shall apply only on breach of significant contractual duties, i.e. duties derived from the nature of the contract and where breach thereof jeopardises the attainment of the goals of the contract. In this case, the liability for damages not typical to the contract shall be precluded.

§ 7 Cancellation by the customer

- 7.1. The customer may cancel participation in a training course in Germany for up to four weeks before the start of the event without incurring any costs. If the customer cancels participation in a training course in Germany up to two weeks before the start of the event, half the price is to be paid, thereafter the full price. In the case of training courses abroad, the customer may cancel participation in the training course up to eight weeks before the start of the event without incurring any costs. If the customer cancels participation in a course abroad up to four weeks before the start of the event, half the price is to be paid, thereafter the full price. The cancellation must be made in written form. A substitute to attend the training instead of the participant originally registered can, of course, be named at any time, without incurring additional costs.
- 7.2. The customer may cancel participation in an online course up to one working day before the start of the online course without incurring any costs, after which the full price is to be paid. The cancellation must be made in written form. In the case of non-participation without cancellation the full price has to be paid.

§ 8 Cancellation by mbi GmbH

mbi GmbH is entitled to withdraw from the contract for serious reasons, especially where:

- there are insufficient registrations for a training (in that case we must declare cancellation at the latest three weeks before the training begins, and for training outside Germany at the latest six weeks before the training begins).
- the training has to be cancelled for reasons beyond our control, such as illness of the trainer.

In the above-mentioned cases, any fees already paid will be refunded in full. The participants or the customer are not entitled to claims for damages unless mbi GmbH has breached its obligation to inform the customer in good time.

§ 9 Training material

- 9.1. The mbi GmbH training material is compiled with the greatest care and to the best of our knowledge. We must nonetheless preclude any liability for the correctness and completeness of the material, inasmuch as this does not detract from the purpose of the training.
- 9.2. The training material of mbi GmbH is protected by copyright. Reproduction, transfer or resale to third parties is not permitted, unless mbi GmbH has given its consent in written form.

§ 10 Place of performance – choice of law – place of jurisdiction

- 10.1. Except where provided for otherwise in the contract, the place of performance and payment is our registered place of business.
- 10.2. The law of the Federal Republic of Germany shall apply to the contract.
- 10.3. Insofar as the contract was awarded by a merchant, a legal entity under public law or a special public fund, the place of jurisdiction for all disputes ensuing from the contract is the principal place of business of mbi GmbH. mbi GmbH shall, however, be entitled to call upon the court that would have been competent by law if no agreement on place of jurisdiction had been made.