

# General Terms & Conditions for In-house Seminars

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The services offered by thyssenkrupp Academy GmbH are aimed solely at entrepreneurs, i.e. natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction, act in exercise of their trade, business or profession (§ 14 (1) German Civil Code – BGB). The General Terms & Conditions set out below apply to all in-house training measures (hereinafter: **seminars**) offered to a customer by thyssenkrupp Academy GmbH (hereinafter: **thyssenkrupp Academy**) including workshops, moderation and process support attended exclusively by individuals determined by customer (e.g. employees). They cover the agreements concluded in full. Conflicting conditions shall not be accepted unless thyssenkrupp Academy has expressly agreed to their application.

## § 1 Conclusion of the Agreement

### 1.

Seminars are commissioned on a binding basis through the conclusion of written agreements between thyssenkrupp Academy and Customer. An electronic signature in the meaning of § 3 No. 10 of the European eIDAS regulation may be used.

### 2.

In the event that a framework agreement is concluded under which there is no obligation to purchase services, the binding commissioning of services shall be realized through the conclusion of individual agreements. These agreements may also be concluded in electronic form and sent to one of the email addresses provided by thyssenkrupp Academy. By contrast, the framework agreement must be concluded in writing; an electronic signature in the meaning of § 3 No. 10 of the European eIDAS regulation may be used. All the provisions set out in the framework agreement shall apply to the individual agreements. Variances in individual cases are permitted with the prior approval of both parties.

### 3.

The dates of performance are to be agreed between Customer and thyssenkrupp Academy and included in the individual agreement. In the event of a delay in performance, thyssenkrupp Academy shall make all reasonable efforts to enable the agreed services to be performed as quickly as possible.

## § 2 Cooperation obligations of Customer for in-house seminars

### 1.

Customer shall meet the cooperation and order obligations explicitly assigned to them in connection with the services set out in the Agreement (e.g. to provide suitable rooms, seminar equipment, required information, etc.) free of charge and in good time.

**2.**

Customer shall cover all additional expenses incurred as a result of the need to repeat or delay work due to delayed, incorrect or incomplete information or improper fulfilment of cooperation obligations. thyssenkrupp Academy shall be entitled to issue an invoice for these additional expenses even when a flat-rate price has been agreed.

**3.**

Customer shall nominate qualified employees as contacts for any necessary coordination with thyssenkrupp Academy in connection with the performance of services.

**4.**

Insofar as thyssenkrupp Academy makes technical equipment (e.g. mobile film studio, etc.) available to Customer for seminars, Customer undertakes to conclude appropriate liability insurance with a sufficient coverage amount and submit proof thereof to thyssenkrupp Academy on request.

**5.**

Moreover, action taken by Customer to meet its cooperation obligations must comply with the statutory provisions, standards and safety and accident prevention regulations applicable at the seminar location.

## § 3 Billing and payment terms

**1.**

Unless otherwise stated, all prices quoted are subject to statutory VAT. Invoices are issued for the total amount payable by Customer to the address stated in the Agreement. Please consider our Value Added Tax (VAT) and Income Tax clauses that you can read [here](#).

**2.**

The service fee shall be invoiced after performance of the services and shall be due immediately on receipt without deductions. Any bank charges incurred shall be for Customer's account.

**3.**

Where both parties belong to the German VAT tax group of thyssenkrupp, the service fee shall be invoiced without statutory VAT.

## § 4 Seminar venues/travel and accommodation expenses

**1.**

The seminars shall be conducted at Customer's premises or an external location at Customer's

discretion. For seminars to be conducted at locations other than Customer's premises and insofar as third parties are involved (e.g. conference hotel) the general terms & conditions of the corresponding service provider shall also apply. It should be noted that venues may stipulate infection prevention measures and practices. Any such provisions must be observed.

2.

Travel and accommodation costs incurred by thyssenkrupp Academy shall be charged on to Customer in accordance with the Agreement.

## § 5 Right to modification

1.

thyssenkrupp Academy reserves the right to modify the content and schedule of a seminar or the use of instructors for cause insofar as the overall character of the seminar is maintained.

2.

Customer shall not be entitled to specify the instructor or location of a seminar. Any change shall not entitle Customer or participants to termination or any reduction of the seminar fee.

## § 6 Subcontractors

1.

The use of subcontractors, in particular instructors, by thyssenkrupp Academy for the performance of services does not require the approval of participants or Customer.

2.

In the case of in-house seminars, the conclusion of an agreement with Customer shall not be deemed to constitute any (temporary) employment relationship. Even insofar as services are performed at Customer's premises, the authority to issue instructions vis-à-vis employees of thyssenkrupp Academy shall lie solely with thyssenkrupp Academy as their employer. The employees used shall not be integrated into the operations of Customer. Selection of employees used shall generally be at the discretion of thyssenkrupp Academy.

## § 7 Cancellation/consequences of cancellation

1.

Unless otherwise agreed, the following terms & conditions shall apply: In the event that seminars are cancelled by Customer, thyssenkrupp Academy reserves the right to issue an invoice for costs incurred up to that time. The same applies for additional costs incurred as a consequence of postponements or changes to services by Customer.

**2.**

In the event of a cancellation, booking changes, etc. participants must cancel their own hotel booking and any travel bookings already made.

**3.**

In the case of e-learning offerings, participants shall receive a binding booking confirmation including access data following registration. Cancellation free of charge is no longer possible once the access data have been made available.

**4.**

The right to extraordinary termination for cause remains unaffected. thyssenkrupp Academy shall therefore be entitled to terminate this Agreement without notice in the event of payment default, disruption of the seminar or non-compliance with infection prevention measures and regulations at the venue.

**5.**

In the event of compelling reasons, e.g. an insufficient number of participants, incapacity of instructors or other reasons for which thyssenkrupp Academy is not responsible (for example contact restrictions and lockdowns imposed by authorities as a consequence of epidemics, etc.), thyssenkrupp Academy shall be entitled to cancel a seminar, conduct it online, postpone it or combine it with another seminar.

In cases of postponement, combination or partial realization as an online seminar, participants and Customer shall only have a right to termination insofar as and to the extent that such changes are deemed unreasonable for participants – taking account of the interests of thyssenkrupp Academy. Where a seminar is cancelled or participants or Customer exercise their right to termination in the event of a change, thyssenkrupp Academy shall reimburse participants or Customer any seminar fees paid; further claims (e.g. cancellation fees for travel or hotels booked) are excluded.

## § 8 Copyright/usage rights/digital offerings

**1.**

The seminar materials, presentations and all documents made available to participants or Customer electronically or in printed form are protected by copyright. Participants and Customer shall only be granted a simple right of use which entitles them to use the documents for the purposes of their personal training.

**2.**

Any duplication, dissemination, forwarding to third parties or use other than for personal training is only permitted with the prior written approval of thyssenkrupp Academy. In particular

the publication of audio or video data, digital presentations or scripts on publicly accessible internet portals (sharing) is prohibited. The German Copyright Act shall apply.

**3.**

No explicit or implicit assignment or granting of permissions or rights to seminar materials, software, copyrights, usage rights, trademarks or logos and their application shall be deemed to have occurred unless subsequently otherwise agreed.

**4.**

Insofar as copyrights, usage rights and/or intellectual property rights to the results of the services arise or are developed further, in particular with regard to developments and improvements to the systems, software, processes and methods developed by thyssenkrupp Academy, thyssenkrupp Academy alone shall be entitled to exclusive, indefinite and unlimited usage, patent and conversion rights.

**5.**

Ownership of the service results which constitute the object of the agreement shall pass to Customer by way of transfer of possession, acquisition of possession or constructive possession.

**6.**

In the thyssenkrupp Academy seminars, software including electronic learning media may be used which is protected by copyright and trademarks. This software, including electronic learning media, may not be copied or processed in any other machine-readable form and may not be removed from the seminar room or stored or used on IT systems outside the thyssenkrupp organization.

**7.**

Access data to online portals may not be passed on to third parties.

**8.**

Within the framework of its digital services thyssenkrupp Academy offers among other things various digital learning media (e.g. e-learning programs, web-based training, podcasts, videos, etc.) for knowledge acquisition. These media can be accessed and used on electronic devices.

The technical requirements for use of the digital services include a suitable web browser and, depending on the service, possibly further software. In the case of seminars with online elements, participants and Customer must at their own expense ensure the availability of appropriate technical equipment to enable downloading of the learning materials and/or video- and audio-supported participation. The provision of access to the internet and Customer systems does not form part of this agreement.

**9.**

On receipt of registration confirmation and payment of the fee, participants shall be granted on-screen access (PC, Mac, tablet, smartphone) to the digital media content and be permitted to use it for the duration of the usage period.

**10.**

Participants may only use the digital offering for the intended purpose. In particular they undertake to keep their user name and password for accessing the service offering of the company confidential, not to disclose these data to others, not to accept or allow others to obtain these data, take all measures necessary to ensure confidentiality and in the event of misuse or loss of these data or suspicion thereof to report same to the company. In the event of suspicion of misuse or material breaches of the Agreement, thyssenkrupp Academy reserves the right to investigate these matters, take appropriate precautions and, in the event that such suspicion proves founded, to block access to the content where necessary – at least until the participant's name is cleared – and, in the case of particularly serious violations, also to terminate the contractual relationship with immediate effect. Where the participant's name is cleared, their access shall be reinstated.

**11.**

thyssenkrupp Academy shall make every effort to ensure that its online offerings (purely digital media offerings) are available at all times. However, an online platform may become unavailable temporarily due to necessary maintenance and service work or unforeseen technical problems. thyssenkrupp Academy is also entitled to undertake such work during operating hours insofar as it is necessary in the interest of participants. This may result in access to data being disrupted; thyssenkrupp Academy shall endeavor to minimize such disruptions.

## § 9 Data protection

**1.**

thyssenkrupp Academy takes the protection of personal data very seriously. All activities comply with applicable statutory provisions relating to the protection of personal data and data security.

**2.**

The personal data of participants are treated confidentially and processed in accordance with the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act. The data submitted by participants or Customer are stored in the thyssenkrupp Academy customer file and processed for the purposes of service performance (including billing), for program-specific purposes and for statistical analyses.

### 3.

Where required to ensure the professional conduct of a seminar and only to the extent necessary, personal data of participants are forwarded to third parties whose services are utilized for contract performance. This relates in particular to external instructors and providers of online platforms with whom thyssenkrupp Academy collaborates in the framework of its digital offerings.

### 4.

Following selected seminars, thyssenkrupp Academy sends out a list of participants with contact data (name, company, town/city, telephone number, email address) for networking purposes. Participants who do not wish to share their contact data with former participants of the seminar should notify the seminar contact nominated by thyssenkrupp Academy up to one day after the end of the seminar.

## § 10 Photos and video recordings

Where photos or video recordings of participants are made, thyssenkrupp Academy shall obtain consent prior to the seminar.

## § 11 Confidentiality of Customer matters in in-house seminars

thyssenkrupp Academy shall keep confidential all material matters and matters not generally in the public domain to which it becomes privy in the performance of the Agreement and only use the information for the contractually agreed purposes.

## § 12 Liability

### 1.

During a seminar participants shall use the seminar rooms at their own risk.

### 2.

thyssenkrupp Academy shall be liable for Customer claims in accordance with statutory provisions insofar as the claim is based on willful intent or gross negligence on the part of thyssenkrupp Academy, their legal representatives and/or their agents. This shall also apply in the event of physical injury and hazards to life and health caused by their legal representatives and/or agents. In the event of a breach of a material contractual obligation through simple negligence (= obligation which must be fulfilled to enable proper performance of the Agreement and which Customer regularly relies on and is entitled to expect), thyssenkrupp Academy's liability for damages shall be limited to typical damages for this type of Agreement foreseeable on conclusion of the Agreement, insofar as the claim does not relate



to physical injury or hazards to life and health. In all other cases, the liability of thyssenkrupp Academy is excluded.

**3.**

Notwithstanding the preceding paragraph, thyssenkrupp Academy shall not be liable for the content of seminar materials, for accidents on the way to/from the seminar venue or for the theft of items belonging to participants during the seminar.

**4.**

No liability shall be assumed for advice given, knowledge and skills taught and the commercial usability thereof.

**5.**

Insofar as thyssenkrupp Academy assists Customer with the organization of accommodation, thyssenkrupp Academy shall not be liable for the services provided by the guesthouses/hotels or for the fact that lower-priced accommodation may be available.

## § 13 Final provisions/applicable law/legal venue

**1.**

This Agreement shall be governed by the law of the Federal Republic of Germany.

**2.**

Essen has been agreed as the exclusive legal venue for all disputes arising from or in connection with the Agreement on participation in a seminar – and in connection with the conclusion of this Agreement – with merchants in the meaning of §§ 1 ff. German Commercial Code (HGB), legal entities under public law and/or special funds under public law.

**3.**

Should a provision of these General Terms & Conditions be or become void, invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the void, invalid or unenforceable provision, a valid and enforceable provision shall be deemed to be agreed which most closely pursues the commercial aim intended by the Parties.

**4.**

No verbal ancillary agreements have been concluded in relation to these General Terms & Conditions. Additions or amendments must be made in writing to be valid. The written form requirement may only be waived in writing.

## § 14 Contact

The contact data are as follows: thyssenkrupp Academy GmbH, thyssenkrupp Allee 1, 45143 Essen, Germany. Email: [academy@thyssenkrupp.com](mailto:academy@thyssenkrupp.com), tel.: +49 201 844 538251. Tax ID: DE 814293152, entered in the Commercial Register of Düsseldorf local court under HRB 50486.