

Hohenstein Institute General Terms and Conditions of Business for Seminars
applicable to Hohenstein Textile Testing Institute GmbH & Co. KG · Hohenstein Laboratories GmbH & Co. KG ·
Hohenstein Institut für Textilinnovation gGmbH · Hohenstein Academy e.V.

1. SCOPE

These general terms and conditions of business apply to the execution of events such as seminars, tutorials, training courses or study programmes.

2. REGISTRATION

The registration of a participant is binding as soon as it is confirmed in text form (purs. to sec. 126b BGB: email, telefax, sms etc.) by the Hohenstein Institute (HI).

3. PARTICIPATION FEE

The participation fee can be found in the latest version of the programme of events at the HI. The invoice will be sent to the participant before the start of the seminar. The participation fee is due for payment, with no deductions and quoting the invoice number, on receipt of the invoice. In the case of seminars lasting several weeks, the invoice must be paid by the end of the course.

Failure by a participant to attend an event which takes place as planned, or individual components of the event, does not entitle the participant to a reduction in the fee.

4. WITHDRAWAL / CANCELLATION FEE

If a participant is unexpectedly prevented from attending, he or she can transfer their right to participate to a substitute participant at any time, who must be named in text form. This does not entail any additional cost for the participant. The original participant remains the liable party for the purpose of the contract.

Participants can withdraw from the contract to attend without charge up to four weeks before the start of the event. After that, and up to two weeks before the start of the event, a cancellation charge of 50 % of the participation fee will be levied if the participant withdraws. In the case of cancellations received later than that, the full price must be paid, regardless of the reason why the participant cannot attend. The above periods are calculated from the date on which the cancellation is received at the HI.

5. CANCELLATION/CHANGES BY THE EVENT ORGANISER

The HI have the right to cancel events if the number of participants is too small, and to withdraw from the contract. The HI are also entitled to cancel an event on account of force majeure or with good reason, namely if the speaker cancels or is ill.

Conference fees that have already been paid will be refunded, and no further claims can be made (with the exception of injury to life, limb or good health and gross misconduct).

The HI are entitled to make any necessary changes or alterations to the content, method or organisation (e.g. because of changes in the law), before or during the event, provided that this does not essentially change the overall character of the event that was announced. The HI are entitled to replace the intended speakers if necessary (e.g. illness, accident) by others who are equally qualified in the field in question.

6. SCOPE OF SERVICES

Unless otherwise specified, the participation fee includes participation in the event, working materials, drinks during the meeting and other meals and snacks where applicable. All events will take place in purpose-built rooms and will be led by qualified speakers.

The working materials are for the exclusive use of participants.

7. COPYRIGHT LAWS

Documentation, software and other materials provided to the participant as part of the training event are protected by copyright laws. Reproduction, transmission or any other use, whether in whole or in part, is only allowed with the express written permission of the HI.

8. LIABILITY

The liability of the HI and their associates is limited to intent and gross negligence, unless it involves injury to life and limb or good health.

If the participant is a company owner, the HI are not liable for indirect losses, consequential damage or lost profits. The extent of liability of HI is also limited to damages which are foreseeable and typical of such contracts.

9. DATA PROTECTION

The data relating to individuals provided by participants (such as name, postal address, phone number, email-address and payment data) will be stored in machine-readable form and processed as required to meet the purpose of the contractual relationship. The data relating to individuals will not be passed on to third parties.

Participants hereby consent to the use of the email address provided in conjunction with fee-based participation in a seminar for the promotion of other similar events and services by email as long as the participant has not objected to this usage. If a participant wishes to object to the processing and usage of his or her data for advertising purposes or to revoke consent, he or she can simply send a brief message by email to datenschutz@hohenstein.de or by post to Hohenstein Institute, Abt. Datenschutz, Schloss Hohenstein, D-74357 Bönnigheim. There are no formal requirements for this message and no additional fees will be charged.

10. FINAL CONDITIONS

Any secondary agreements must be made in writing. This also applies to a waiver of written form.

German law applies.

The place of fulfilment and jurisdiction for traders is 74357 Boenningheim, Germany.

The European Commission provides an online platform for dispute settlement for goods or services you've bought online at ec.europa.eu/consumers/odr/. In this context you may contact us via info@hohenstein.de.

However, we are neither committed nor willing to participate in an alternative dispute settlement before a dispute resolution body.

Cancellation policy

Right of cancellation: You have the right to cancel this contract within fourteen days without specifying any reasons. The cancellation period lasts for fourteen days from the day of conclusion of the contract. To exercise your right of cancellation, you must send an explicit declaration of intent (by a posted letter, a fax or an e-mail, for example) to cancel this contract to us (Hohenstein Institute, Schlosssteige 1, 74357 Bönningheim, Fax +49 7143 271 94122, E-Mail info@hohenstein.de). To do so, you can use the attached sample cancellation form, although this is not mandatory. Notification of cancellation is considered to have been made if you send the notification of intent to exercise your right of cancellation before the cancellation period expires.

Consequences of cancellation: If you cancel this contract, we must repay to you all payments that we have received from you, immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. To make this repayment, we will use the same means of payment that you used for the original transaction, unless an explicit agreement to the contrary is made; no charges will be levied for this repayment. If you have demanded that the service is to begin within the cancellation period, you must pay us a reasonable amount that corresponds to the proportion of services provided, in comparison to the total scope of services included in the contract, at the time when you informed us of your intention to exercise your right of cancellation in regard to this contract.

Sample cancellation form: If you want to cancel the contract, please complete this form and return it to us.

To the Hohenstein Institute, Schlosssteige 1, 74357 Bönningheim, Fax +49 7143 271 94122, E-Mail info@hohenstein.de

- I/we (*) hereby cancel the contract for provision of the following service (*) that I/we (*) concluded
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (for notification in paper form only)
- Date

(*) Delete as appropriate.