



## **General Terms and Conditions of the Fraunhofer Gesellschaft for Participation in Training Courses of the European Learning Laboratory Battery Cells of the Fraunhofer FFB**

For the Participation at continuing education courses of the legally dependent **Fraunhofer Academy in the project ELLB of Fraunhofer FFB, Hansastr. 27c, 80686 Munich** (hereinafter referred to as **ELLB of Fraunhofer FFB or ELLB of Fraunhofer FFB**). **organizer** (organizer) apply exclusively the present General Terms and Conditions (GTC). Any conflicting GTC of the participants (hereinafter referred to as "Participants") or of a third party shall not be recognized. This also applies if these GTC are not expressly contradicted.

### **§ 1 Application**

- (1) The registration of a participant for a further education offer of the ELLB of Fraunhofer FFB (organizer) or of a partner can be submitted either by fax, as a scan via e-mail, or online using the registration form provided on the FFB's ELLB website ([www.ellb.fraunhofer.de](http://www.ellb.fraunhofer.de)).
- (2) The name of the participant and the complete company address or billing address with telephone number and e-mail address must be provided.
- (3) The registration is binding for four weeks after receipt by the organizer. The ELLB of the Fraunhofer FFB as organizer confirms the registration by written confirmation. The training contract is only concluded upon receipt of this confirmation from the Fraunhofer Academy.
- (4) The number of participants in each event is limited. If more registrations are received than participant places are available, registrations will generally be considered in the order in which they are received. Those who do not get a participant place will be notified.

## §2 Participation and examination fees

(1) The participation fee plus the examination fee, if applicable, is per person and event.

(2) Participation and examination fees will be charged individually according to the information on the specific event descriptions in the form of event flyers or on the website of Fraunhofer FFB's ELLB

(3) The participation fee as well as a possible examination fee will usually be invoiced before the start of the event with immediate payment.

(4) Not included are the costs for travel and overnight stays. These must be borne by the participant in each case.

## § 3 Payment

(1) The participation and examination fees are due for payment without deductions upon receipt of the invoice and are to be paid by bank transfer to the account specified in the invoice.

(2) If the invoice is not paid in full or in part, the organizer is entitled to exclude the participant from participation in the event and to allocate the place to others.

(3) There is no entitlement to a (partial) refund of participation and examination fees already paid - e.g. in the event of illness or premature departure from the event by the participant - unless the participant who has already registered and been admitted by the organizer provides a substitute who wishes to participate in the course in his/her place, meets the participation requirements for this purpose and has already paid the (possibly outstanding) participation fee.

(4) In the event that the organizer cancels the event without replacement, the participant is entitled to a refund of the entire participation fee. If an event is e.g. due to illness of the speaker and lack of a suitable substitute after the event has to be cancelled at the beginning of the event, the participant is only entitled to a pro rata refund of the participation fee if the organizer does not promptly offer a make-up date for the cancelled part of the event.

(5) In the case of events that require an examination at the end, the course guidelines and the applicable examination regulations can be viewed on request from the organizer. The specified examination fee includes the verification of the participation requirements, the taking of the examination, its one-time correction and the issuance of a certificate. If the participant does not pass the examination, the participation fee and the examination fee will not be refunded.

If the participant does not pass the exam, he has the possibility to repeat this exam after paying the exam fee again.

(6) If an examination fee had to be paid in advance and the examination cannot be taken for reasons mentioned in paragraph (4), in particular due to the lack of making up the cancelled parts of the course, the participant will be refunded the full examination fee.

#### **§ 4 Cancellation of training courses by the organizer**

(1) If the number of participants is too low, the organizer reserves the right to cancel the event up to ten (10) days before the start of the event. The participant will be informed immediately in writing (e-mail or fax).

(2) The ELLB of Fraunhofer FFB will, as far as possible and reasonable under the circumstances, offer participants of cancelled courses alternative offers on other dates or at other venues. If the participant agrees to a rescheduling of the event, a rebooking will be made free of charge. If a rescheduling of the event is not acceptable to the participant, he/she will receive a full refund of the fees already paid.

(3) Further claims, in particular for reimbursement of travel and accommodation costs and loss of work, are excluded.

(4) In the event that the ELLB of Fraunhofer FFB cancels a training event (e.g. due to the absence of lecturers), the provisions of § 3 (4) shall apply accordingly.

(5) The ELLB of Fraunhofer FFB reserves the right to make changes in the organization, staffing of lecturers, course of the event, which have no significant impact on the overall event.

#### **§ 5 Cancellation**

(1) A binding registration can be cancelled in principle. Cancellation must be made in writing to the organizer and sent to the above address in Munich.

(2) Cancellation of participation in a training event is possible free of charge with access up to two (2) weeks before the start of the event.

(3) If the cancellation is made at a later point in time, the accrued Cancellation fee calculated as follows:

- Upon receipt up to seven (7) business days prior to the start of the event, a cancellation fee of 50% of the original participation fee will be due.

- Cancellation at a later date, six (6) days or more prior to the start of the event, is possible for a cancellation fee of 100% of the original registration fee.

(4) In case of non-appearance of the participant to the event, the full participation fee is due to pay.

(5) The date of receipt of the written notice of cancellation by the organizer is decisive for calculating the timeliness of the cancellation.

(6) The cancellation fee does not apply if the participant provides a substitute who wishes to participate in the event, meets the participation requirements for this and pays the required participation fee. Until confirmation of the re-registration, the originally registered participant remains the contractual partner.

## **§ 6 Copyright**

The event documents issued are protected by copyright. Reproduction and any form of publication (including excerpts) without the prior written consent of the organizer is prohibited and may be prosecuted.

## **§ 7 Liability**

(1) The organizer assumes no liability for the timeliness, accuracy and completeness with respect to the issued event documents and their contents. In particular, the organizer assumes no liability for any damages that may arise from the application or transfer of what was learned and/or taught during the events.

(2) The organizer is liable without limitation for intent. In the case of damages resulting from injury to life, body and health of persons, the organizer shall also be liable without limitation in cases of negligence. For other damages for which the organizer is responsible, the organizer's liability shall be limited to the damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected. In the case of slight negligence, the organizer shall only be liable in the event of a breach of an essential contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the fulfillment of which a participant may regularly rely (cardinal obligation). This limitation of liability also applies in favor of the legal representatives and vicarious agents of the organizer.

## **§ 8 Photographs**

(1) The participant agrees that recordings made in connection with the event may be used, disseminated and published in modified or unmodified form by Das ELLB of Fraunhofer FFB and its agents. These rights of use apply without restriction to certain areas, also for advertising and editorial publications without any time limit. The rights of use may be sold and/or passed on by the ELLB of Fraunhofer FFB. The participant also agrees to a transfer of these rights of use to third parties

(2) During all events taking place within the framework of a course, the taking of photographs and/or the recording of images and sounds of any kind by persons other than those designated by the ELLB of the Fraunhofer FFB for this purpose and expressly authorized or commissioned in writing is not permitted.

(3) Each participant has the right to revoke his or her consent to the use of his or her photograph and/or image or sound recording in writing at any time.

## **§ 9 Jurisdiction**

The place of jurisdiction, unless the participant is a natural person, is Munich.

## **§ 10 Data protection**

(1) The organizer processes and stores the personal data collected in connection with participation in an event in compliance with the applicable data protection regulations. The data will neither be published nor passed on to third parties without authorization. Any use of personal data will only be for the stated purpose and to the extent necessary to achieve this purpose.

(2) Participation in the events requires registration and further processing of personal data, among other things in order to reserve a place for the participant, to administer the participation as well as the subsequent examination, if any.

(3) The participant has a right to information regarding the personal data stored about them and also a right to correction of incorrect data, blocking and deletion. The participant also has the right to revoke the consent given for the future use of images and/or videos.