

General Terms and Conditions
of
MTM ASSOCIATION e. V. (MTMA)

Version: 16 August 2019

1. General provisions

- 1.1.** Our following Terms and Conditions apply to all business relationships with our customers
- that book our training within the scope of the MTM-Academy in the form of public or internal company training courses, e-learning, seminars and workshops (hereinafter "Training") (see Point 2.),
 - that attend events organised by MTMA (see Point 3.) and
 - regarding the purchase of physical products for all sales channels provided by MTMA (see Point 4.).
- 1.2.** Any differing, contradictory or supplementary conditions of the customer shall only become contractual content if MTMA confirms and recognises these in writing. Any silence from MTMA shall not be deemed to be agreement. Counter-confirmations of the customer with differing conditions are hereby explicitly rejected by MTMA.
- 1.3.** Our General Terms and Conditions (hereinafter GTC) apply in the respectively current version at the time an agreement is concluded. Our customers can view the GTC on our website, print and/or save these.
- 1.4.** Legally material declarations and reports that have to be given by customers to MTMA after the conclusion of an agreement (e.g. setting deadlines, notifications of defects, withdrawal notices, reductions) must be made in text form to be effective (fax or email is sufficient).
- 1.5.** The amount of any fees that may be due (processing fees or similar) is set in the MTMA list of fees. The list of fees is published on our website (www.dmtm.com) in the Academy section.
- 1.6.** There may be restrictions on the import of goods in countries outside Germany and import duties and taxes may be chargeable, which shall be borne by the customer. These vary in different customs zones. The customer is responsible for the correct payment of the necessary customs duties, taxes and fees. As per section 13 b UStG the performance recipient is the debtor for value added tax. The money transfer costs shall be borne by the client.
- 1.7.** The contracting partner must be fully legally competent or an adult.

2. Training (Training courses, seminars and workshops)

2.1. Quotation, ordering and concluding an agreement

- 2.1.1. The range of Training (public Training, internal company Training and e-learning Training) on our internet site and in brochures is non-binding and subject to alteration. In particular, the number of participants is limited in the interests of efficient and high-quality education. Our service quotation is merely a request to our customers to register themselves or others, for example, employees, for the Training. Participant places will be issued in chronological order of registrations received at MTMA.
- 2.1.2. Travel and accommodation shall be organised, booked and paid for by the participants themselves.
- 2.1.3. For **public Training**, an agreement shall take effect on completion of the booking on our internet site. In addition to the addressee, the holder of the relevant user account shall also be liable for all bookings made on the relevant user account.
- 2.1.4. If the participant in **public Training** wishes to have the Training fees assumed by a third party, for example, their employer, or if a third party should be invoiced, the registration must be made directly by the funder or invoice recipient or the cost assumption must be reported in advance, or at the latest at the same time as the registration at MTMA, by submission of a corresponding cost assumption declaration in text form (email is sufficient) – disclosing the full particulars of the invoice recipient. Otherwise the person registering shall be liable for the Training fees themselves.
- 2.1.5. For **internal company Training** the customer will receive a written quotation (e.g. in the form of the current price list). We shall be bound to the quotation for three months from receipt of the quotation by the customer - if nothing is noted to the contrary. An agreement shall come about if the customer confirms the quotation in text form (order confirmation, order or similar).
- 2.1.6. A contract for **e-learning Training** shall come into effect on completion of the booking on our internet site. In addition to the addressee, the holder of the relevant user account shall also be liable for all bookings made on the relevant user account.

2.2. Training changes and Training cancellations

- 2.2.1. Because our Training can only be arranged effectively and interactively if a minimum number of participants is reached, we reserve the right to cancel the Training no later than 14 calendar days before their respective start.
- 2.2.2. Furthermore, we reserve the right to adjust or change the location and room and the process of Training (not, however, their contents) with cause, in particular due to operational or personal reasons, insofar as this is reasonable for the customer. We shall inform the customer of a change after our decision without delay or as promptly as possible.

- 2.2.3. The customer shall report any objections to the change in writing within one week after receipt of the change report issued by MTMA. Should in exceptions the change be unreasonable to the customer, they shall be entitled to a right of immediate termination with cause.

2.3. Withdrawal, cancellation – public Training

- 2.3.1. For public Training, we grant our customer the right of withdrawal free of charge within fourteen calendar days of registration, if the date of registration is at least six weeks before the start of the Training.
- 2.3.2. Within the scope of booking public Training the customer may obtain participation codes with which participants can be invited. These participation codes are subject to the cancellation conditions.
- 2.3.3. The customer is entitled to cancel their booking up to one day before the start of the Training under the following conditions. The cancellation must be given in writing. If we receive the cancellation
- up to four weeks before the start of the Training, merely a processing fee shall be due for payment (see [List of fees of MTMA](#)),
 - less than four weeks but up to two weeks (fourteen calendar days) before the start of the Training, compensation for expenses of 25 % of the training fee shall be due for payment,
 - less than two weeks (fourteen calendar days) before the start of the Training, compensation for expenses of 50 % of the training fee shall be due for payment,
 - on the day the Training starts or if the participant does not attend the Training without prior deregistration, the full training fee shall be due for payment.

2.4. Withdrawal, cancellation – internal company Training

- 2.4.1. For internal company Training, we grant our customers the right of withdrawal free of charge within fourteen calendar days of receipt of the order confirmation, if the date of the order confirmation is at least six weeks before the start of the Training.
- 2.4.2. The customer is entitled to cancel their booking up to one day before the start of the Training under the following conditions. The cancellation must be given in writing. If we receive the cancellation
- up to four weeks before the start of the Training, merely a processing fee shall be due for payment (see [List of fees of MTMA](#)),
 - less than four weeks before the start of the Training, if an MTM instructor has been booked, compensation for expenses of 50 % of the training days multiplied by the daily instructor rate offered shall be due for payment. If no MTM instructor has been booked, compensation of 50 % of the Training package booked shall be due for payment. In both cases all Training documents ordered shall be returned to MTMA at the customer's cost.

- on the day the Training starts or later, the total training days multiplied by the daily instructor rate offered and the number of training packages offered shall be due for payment.

2.5. Withdrawal, cancellation – e-learning Training

- 2.5.1. There is no right of withdrawal or cancellation for e-learning Training.
- 2.5.2. The consumer will be informed of any right of cancellation to which they are entitled within the scope of the booking.

2.6. Rebooking, changing participants

- 2.6.1. If the customer would like to rebook already booked public or internal company Training, i.e. change the date or Training location, they must do so in writing. To rebook, it is necessary to cancel already booked Training and the participants have to re-register themselves. For rebooking, the same deadlines and fees apply as for a cancellation – see Pt. 2.3 and 2.4.
- 2.6.2. For public and internal company Training, the customer is entitled to exchange the participants up to one day before the start of the Training, i.e. to name a replacement participant (by fax or email), if this participant also meets the access conditions (level of education) for participation in the Training. For this change in participants a processing fee (see [List of fees of MTMA](#)) shall be charged. The obligation to pay the full Training fee remains unaffected.
- 2.6.3. In the event of illness, a rebooking may be made if the customer submits a certificate of incapacity. A processing fee (see [List of fees of MTMA](#)) shall be invoiced for this.

2.7. Participation codes and activating e-learning

- 2.7.1. Within the scope of booking e-learning training, the customer may obtain participation codes with which participants can be invited.
- 2.7.2. Participation codes shall be activated as soon as possible, within three working days at the latest, after receipt of payment by MTMA and can then be used as access codes to e-learning.
- 2.7.3. If more than one participation code is ordered in one booking, all participation codes shall remain blocked until payment for the booking has been made in full and any invitations deposited shall be withheld. Part-payments shall not lead to a partial activation of the participation codes.
- 2.7.4. Paid-for participation codes that have not been redeemed shall lapse three years after the end of the calendar year from the booking analogously to the general period of limitations.

2.8. Prices and terms of payment

- 2.8.1. We shall invoice our customers the Training fees for public Training approximately 30 calendar days before conducting the Training. The amount of the fees for the Training can be taken from the respective description of the Training on the internet site and from the booking confirmation. The Training fee does not include catering, travel or accommodation costs unless explicitly stated. Invoices are due for

payment without deductions within fourteen days of receipt, however, on the day the Training starts at the latest. The date of the money transfer shall be authoritative for compliance with the payment deadline.

- 2.8.2. We shall invoice our customers the Training fees for internal company Training after conducting the Training. Shipping and packaging costs shall be disclosed separately. Payments are due without any deductions within fourteen days of receipt. The date of the money transfer shall be authoritative for compliance with the payment deadline.
- 2.8.3. The Training fees for e-learning shall be invoiced to the customer on completion of the booking. This invoicing shall be made as a PDF file sent by email to the address deposited in the user account. The invoice can also be downloaded via the user account. Invoices are due for payment within fourteen days of receipt without deductions. The date of receipt shall be authoritative for compliance with the terms of payment.
- 2.8.4. With decision of January 29, 2019 Hamburger Institut für Berufliche Bildung declared prices and performances of MTMA for training, based on the Qualification Procedures of MTMA, exempt from VAT as per section 4 fig. 21 a) bb) of the German Value Added Tax Act. All other performances (e. g. workshops) are usually exempt from VAT as per section 4 fig. 22 of the German Value Added Tax Act.
- 2.8.5. The customer shall only be entitled to offsetting rights or a right of retention against claims arising from this Agreement if their counterclaims are legally established or undisputed.

2.9. Warranty, claims for defects, compensation

- 2.9.1. Insofar as nothing to the contrary is stipulated in these GTC, MTMA shall be liable on the breach of contractual and non-contractual obligations in accordance with the relevant legal regulations. In particular, we shall only be liable with regards to the quality of the Training if the minimum performance as such is established, for example, if part of the Training was cancelled. In this case we shall refund the corresponding proportion of the fees.
- 2.9.2. E-learning Training is hosted on external servers, which as per the relevant agreement have an average annual availability defined by the host. MTMA shall not accept any liability for corresponding e-learning down times.
- 2.9.3. Should materials handed out within the scope of the Training be defective, for example, because pages are missing, we shall at our choice provide a replacement or rectify the defect. Customers shall also at our request return the defective merchandise to us at our cost.
- 2.9.4. We shall only be liable to pay compensation if
 - the liability is mandatory under applicable law, i.e. in cases of liability in accordance with the German Product Liability Act and in cases of culpable causation of death, personal injury and impairment to health or
 - we breach a guarantee given by MTMA or
 - the loss relates to grossly negligent, deliberate or malicious conduct or

- we culpably breach a material contractual obligation (an obligation the fulfilment of which makes possible the orderly conduct of the Agreement at all and compliance with which the contracting party regularly relies and may trust); in this case our liability is, however, limited to the reimbursement of foreseeable, typically occurring losses.
- 2.9.5. In all other cases, our liability for losses is excluded regardless of the legal basis. In particular, we shall not be liable for indirect losses, loss of profit or any pecuniary loss of the customer.
- 2.9.6. We shall be liable to reimburse expenses under the same circumstances and conditions as for compensation.
- 2.9.7. The preceding exclusion of liability and limit of liability also apply to the personal liability of our employees, workers, representatives and vicarious agents.

2.10. Training documents

- 2.10.1. We retain the copyright to all documents that we provide to customers within the scope of our Training (e.g. Training and examination documents). On fulfilment of all payment obligations from the business relationship, only the customer themselves shall receive a restrictive, non-exclusive and non-transferable right to use the documents provided for the purposes of following up the contents conveyed in this Training. In particular, customers are not entitled without our prior written consent to forward these documents in full or as extracts to third parties, or to duplicate or publish these.
- 2.10.2. We retain ownership of all Training and examination documents that we provide to the customer in advance of, during or after the Training until fulfilment of all payment obligations from the business relationship with us.

2.11. Examinations, examination results and certificates

- 2.11.1. If our Training offers customers the possibility to acquire a corresponding certificate (attendance certificate or reference) and if customers have to pass an examination during or after the Training for this, our currently applicable training and examination regulations shall apply. These can be viewed on our [website](#) in the Academy section.
- 2.11.2. We will send examination results and certificates by post to the participants or the respective purchaser.
- 2.11.3. For e-learning Training the certificate shall be sent to the participant subsequent to successfully passing the examination by email as a PDF file. No certificates shall be sent by post.

2.12. Data processing, user accounts

We will use your personal data to provide our contractual performance with you. You will find concrete information about the usage, storage and any transmission of your data in the Privacy Policy on our website. You can reach this policy via the link "Privacy policy".

3. Events

3.1. Programme flyers

The programme flyers for the respective events include the participation fee, the event location and special withdrawal conditions. The programme flyer and all event-specific information will be published on our [website](#).

3.2. Registration – terms of payment

- 3.2.1 It is possible to register for an event online via our website or in writing. Registrations will be considered in the order of the date on which they are received. After receipt of the registration, a registration confirmation and an invoice will be sent.
- 3.2.2 Payments are due without any deductions within fourteen days of receipt of the invoice. Invoices generally have to be settled before the start of the event.
- 3.2.3 There is no general claim to participation; the organiser reserves the right of participant confirmation in the individual case.

3.3. Withdrawal conditions

Cancellations must be made in writing and shall only be effective on written confirmation by the organiser.

If nothing to the contrary is stated in the respective programme flyer, the following applies:

- the full participation fee will be invoiced for cancellations we receive seven calendar days or fewer before the start of the event. The full participation fee will also be invoiced in the event of non-attendance.
- an administrative fee of €50.00 will be invoiced for cancellations before this deadline. However, it is possible to name a replacement participant.
- in the event of illness a cancellation may be made if the participant submits a certificate of incapacity. An administrative fee of €50.00 will be invoiced for this.

The organiser reserves the right to move the entire event or individual parts spatially and/or chronologically, to change the contents or also cancel the event at short notice with cause. In the event of a complete cancellation of an event, already paid participation fees will be refunded; an event cancellation due to force majeure is excluded from this.

Any further claims are excluded unless these relate to deliberate or grossly negligent conduct of employees of MTMA or other vicarious agents.

3.4. Travel – accommodation

Travel and accommodation shall be organised, booked and paid for by the participants themselves.

3.5. Limits of liability

Insofar as the events take place on third party premises or property, the organiser shall not be liable towards participants in the event of accidents and the loss of or damage to their property, unless the loss relates to deliberate or grossly negligent conduct of employees of MTMA or other vicarious agents.

3.6. Copyright

The event-related presentations and documentation are protected by copyright and must not be duplicated, distributed or commercially used in any form – also including any extracts from these – without the consent of the organiser and the respective lecturer. The approval of the organiser must be obtained in advance for all film and sound recordings it is intended to make during the period of the event. Photography is permitted to an appropriate extent for private purposes, taking third party rights into consideration. The organiser shall not assume any liability whatsoever for any inaccuracies of contents and documentation.

3.7. Trade fair

The conditions of a trade fair accompanying an event shall be separately regulated in the respective event-specific conditions.

3.8. Data Protection

The organiser will store personal data as per the provisions of the German Data Protection Act. There shall be no forwarding to third parties. The participant agrees to the printing of their details (surname, first name, company) in the directory of participants and consents to the publication of any photo or film material made in the organiser's publications. If this is not desired, non-formal correspondence to the organiser is sufficient.

4. Purchase of physical products

4.1. Effectiveness of the Agreement

- 4.1.1. The presentation of the range in the Publication directory of MTMA does not represent an offer as per sections 145 ff BGB, but a non-binding request to customers to order these physical products (hereinafter: Product(s)). By sending an order in text form (e. g. by email or fax) to MTMA, the customer makes a binding offer to conclude an agreement with MTMA. The minimum order amount is €10.00 A purchase agreement with MTMA for Products comes into effect if the customer has ordered the corresponding Products from MTMA and MTMA sends the ordered Product to the customer or confirms shipping to the customer in writing (shipping confirmation).
- 4.1.2. All information on the availability, shipping and delivery dates of a Product are estimates and are non-binding.
- 4.1.3. If MTMA cannot accept the customer's order, the customer shall be informed of the non-availability instead of acceptance of the order.
- 4.1.4. MTMA is entitled to part-deliveries and part-invoices at any time, if these are reasonable for the customer. In the event of delays in delivery, the customer will be informed without delay.

4.2. Reservation of title

The delivery Products remain the property of MTMA until full payment.

4.3. Prices, due dates, payments

- 4.3.1. All prices are ex VAT and packaging and shipping costs.
- 4.3.2. The purchase price and the shipping and packaging costs incurred are due for payment without any deductions within fourteen days of receipt of the invoice.
- 4.3.3. The customer shall only be entitled to offsetting rights or a right of retention against claims arising from this Agreement if their counterclaims are legally established or undisputed. The customer is only authorised to exercise a right of retention if their counterclaim relates to the same purchase agreement.

4.4. Warranty, consignment risks

- 4.4.1. MTMA shall be responsible for defects within the scope of legal provisions.
- 4.4.2. All risks of loss or damage to the merchandise for merchandise deliveries shall pass to the customer as soon as the consignment is handed over to the carrier. If consignment is not possible without any fault of MTMA, risk shall be transferred to the client on a written report that the merchandise is ready to ship.

4.5. Liability

MTMA excludes any liability for breaches of obligation of minor negligence if

- these do not relate to any warranties or material contractual obligations, i.e. obligations the fulfilment of which makes possible the orderly conduct of the

agreement at all and compliance with which the contracting party regularly relies and may trust;

- loss of life, personal injury or impairment to health are not involved;
- claims in accordance with the German Product Liability Act remain unaffected. The same applies to breaches of duty by our vicarious agents.

4.6. Data Protection

We will use your personal data to provide our contractual performance with you. You will find concrete information about the use, storage and any transmission of your data in the Privacy Policy on our website. You can reach this policy via the link "Privacy policy".

5. Concluding provisions

5.1. Court of jurisdiction, applicable law

- 5.1.1. German law applies to the legal relationships of the customer and MTMA without the international principles of conflict of private law and under exclusion of UN purchasing law (CISG/ United Nations Convention on Contracts for the International Sale of Goods).
- 5.1.2. If the customer is a merchant, a legal entity under public law or a special asset under public law, the exclusive court of jurisdiction - including internationally - for all disputes arising from these GTC and the underlying contractual relationship is Hamburg, Germany. Regardless of this we are also entitled to file lawsuits at the general court of jurisdiction of the customer.

5.2. Severability Clause

Should one or more provisions of these GTC be ineffective in full or in part or should they lose their legal effectiveness at a later date, this shall not affect the effectiveness of the remaining Terms and Conditions.