

General Terms and Conditions for training classes with Bühler

1. General

These General Terms and Conditions are applicable for all contracts concluded with Bühler AG („Bühler“) by way of our online shop at www.buhlergroup.com (hereafter “Online-Portal“) for training material and services from Bühler. Changes or amendments to this terms are only accepted if agreed between the parties before in writing.

2. Conclusion of Contract

The binding order of a customer is made electronically through the Online-Portal by submitting the filled-in registration form or order for the respective training material or course. The receipt of a training registration or order will be confirmed to by Bühler shortly after to the e-mail address indicated in placing the order. The contract between Bühler and the customer comes into effect with the confirmation of Bühler.

3. Postponing / cancellations of training classes

In case of an insufficient number of participants, Bühler explicitly reserves the right to cancel or postpone planned training classes until 4 weeks before the scheduled start of the training. In case of a cancellation by Bühler, paid training fees will be fully refunded. No other payments or compensation are due from Bühler. Cancellations and postponements do not entitle the customer to any claims for any damages from Bühler.

4. Catalogues, Software and other Training Material

Brochures and catalogues as well as any other training material received from Bühler are for information only and non-binding. Bühler reserves the right to make minor adaptations to training schedules, instructors or places.

Bühler reserves all rights in any provided training material, documentation and/or software. Such material is provided to customers only on a nonexclusive right to use that material only for the purpose of the respective paid training. Any other use, be it making unauthorized copies, distribution to third parties, incorporating such material into other documentation/products or granting sub-licenses is strictly prohibited.

5. Costs and Fees

Prices for training classes and other training material (“**Training Fee**“) is understood net without any deductions. The applicable VAT is included in the Training Fee and are stated on the respective invoices. The costs for accommodation (1 night per full training day), of jointly taken meals, catering during breaks, training material and transport from/to hotel are included in the Training Fees. The cost of travel, visas, meals and drinks outside of classes as well as any fees for communication are to be borne by the participant.

If a course registration is cancelled 30 calendar days or more before the start of the training class, Bühler will refund Training Fees and will not charge any fees. If a course registration is cancelled within 29 to 10 days before the start of the training, Bühler will charge a cancellation fee of 50% of the Training Fee. For any later cancellations or no-shows the full Training Fee is due. Any cancellation must be received by Bühler on the respective date. The customer is entitled to inform Bühler in writing of an alternate participant before the start of a training class.

Bühler reserves the right to replace the instructor or speaker in case of sickness or other non-availability.

6. Payment

Training fees are payable by accepted credit cards at registration for a training class or other training material on the Online-Portal. On cancellation of a contract refunds will be made according to above clause 5 to the same credit card.

7. Place of Fulfillment

Place of fulfillment for the contractual performance of contracts are indicated Bühler sites, unless otherwise agreed. Course participants are obliged to strictly follow the instructions of Bühler personnel within Bühler premises to avoid injuries or other damages. Equipment, Machinery and rooms may be used and operated only within the context of the training and in presence of the instructor.

8. Permits / Insurance / Travel Information

It is the sole responsibility of a course participant to apply and receive for necessary permits and visas. It has to be considered that classes may (according to the respective course outline) take place in different countries with different entry requirements.

It is also within the responsibility of the course participant to conclude respective insurance policies to cover for possible accidents, sickness or needed medical treatment. Bühler will not conclude any such insurance coverage for course participants.

Bühler will inform the customer in good time about training schedules and accommodation. Any special requirements in accommodation or special meals have to be communicated to Bühler in writing well in advance. Otherwise Bühler will offer European meals and drinks.

9. Force Majeure

Bühler is entitled to suspend or cancel trainings to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning e.g. fire, explosions, natural disasters, terrorist acts, war, insurrection, requisition, embargo or any other circumstance beyond the control of the parties. Bühler will inform the customer in writing within reasonable time of such circumstance. Bühler is entitled to cancel a contract by written notice if a circumstance of Force Majeure is lasting for more than six weeks.

10. Liability and Consequential Damages

Save as otherwise stated in mandatory regulations of the applicable law, in no case whatsoever shall the customer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect consequential damages. Except other mandatory regulations of the applicable law the entire liability of Bühler is limited to the amount of the paid fee.

11. Place of Jurisdiction / Applicable Law

All disputed arising out or in connection with contracts concluded by way of the Online-Portal shall be settled by the responsible courts at the place of incorporation of Bühler. Swiss substantive law is to be applied exclusively.

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