

Training courses

Section 1 Scope

(1) Your contractual partner for all contracts regarding participation in the seminars offered online or in our training brochure is:

Pilz Academy
Pilz GmbH & Co. KG
Directors Susanne Kunschert, Thomas Pilz
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(2) Our General Terms and Conditions (hereinafter referred to as "T&Cs") shall apply to all contracts that a consumer or entrepreneur (all hereinafter referred to as "Customer") concludes with us regarding the seminars we offer.

(3) A consumer within the meaning of these T&Cs is any natural person who concludes a transaction for purposes that are predominantly attributable neither to their commercial nor self-employed professional activities.

(4) An entrepreneur within the meaning of these T&Cs is a natural or legal person or a partnership with legal capacity that acts in the course of exercising its commercial or self-employed professional activities in concluding a transaction.

(5) Employees who attend a seminar at their own expense are considered to be consumers in accordance with 1.3 of the T&Cs. Employees whose participation in a seminar is paid for by the employer are not considered to be consumers, as in that instance the employer becomes our contractual partner as the entrepreneur.

(6) All offerings and services shall be subject exclusively to these T&Cs. We hereby expressly reject the incorporation of the Customer's own terms and conditions. Deviating, conflicting or supplementary agreements to these T&Cs shall apply exclusively if – and then only for the one-off case in question – they are confirmed by us in writing when the contract is concluded. This confirmation requirement shall always apply; for example, even if we provide the service without reservation in the knowledge of the Customer's own terms and conditions.

Section 2 Course requirements

(1) Please check the requirements and target group descriptions stipulated for the respective courses. This is to ensure that all participants gain the knowledge they require from the course they attend.

(2) There are attendance requirements for CMSE (Certified Machinery Safety Expert) certifications that you can find [here](https://www.cmse.com/en-DE/application/requirements) <https://www.cmse.com/en-DE/application/requirements>.

Section 3 Timely registration, Customer's offer, special considerations for CMSE certifications

(1) Reserve your place by registering in good time for your seminar. As the number of participants is limited, we will accept registrations on a first-come, first-served basis. Please register by fax or online at least 14 days before the start of the event. Our seminar descriptions do not constitute binding offers; rather, they are intended to help the Customer make a binding registration. A contract with us shall only be formed upon our acceptance of the Customer's offer (registration).

(2) In a departure from the following Section 4 Paras. 2, 4 and 5, Sections 5 and 6 of these General Terms and Conditions, registration for **CMSE certifications** is possible **only online and only by completing an Excel spreadsheet** that you can download [here](https://www.cmse.com/en-DE/application) <https://www.cmse.com/en-DE/application>, and by submitting special proof of qualification. We will confirm receipt of your online registration without delay by e-mail. This e-mail will repeat your registration, for you to print out and retain. This automatic confirmation of receipt merely documents that we have received the registration; it does not constitute acceptance of the request.

After receipt of your registration and your proof of qualification as well as checking your documents, we will issue you with a confirmation of attendance in text form (fax or e-mail) if you satisfy the requirements for attendance <https://www.cmse.com/en-DE/application/requirements> for CMSE certification. We will in addition forward a confirmation of contract, which reproduces the content of the contract.

Section 4 Registration online

(1) The German language shall be available to you for the conclusion of the contract.

(2) You can register online by selecting the required seminar and then clicking on the shopping cart symbol next to your preferred date. This places the seminar in your virtual shopping cart.

(3) Before submitting the order on a binding basis via our online order form, you can correct your details using the customary keyboard and mouse functions.

(4) Once you have completed the electronic registration process, click on the "Order with commitment to pay" button which completes the order process to submit a legally binding offer of contract for the seminars contained in the shopping cart. However, the request can only be submitted and transferred if you accept these contractual terms by clicking the check box "I accept the General Terms and Conditions for training courses in Germany." and by doing so incorporate them into your registration.

(5) We will confirm receipt of your online registration without delay by e-mail. This e-mail will repeat your registration, for you to print out and retain. This automatic confirmation of receipt

merely documents that we have received the registration; it does not constitute acceptance of the request.

Section 5 Registration by fax

You may in addition request our training brochure, which we will be pleased to send to recipients in Germany. It contains these General Terms and Conditions for training courses and a registration form that you can complete and then return by fax or scan and email.

Section 6 Formation of the contract, confirmation of participation

The contract with us shall be formed if we send a written order confirmation or an order confirmation in text form (fax or e-mail) within two days of receipt of your registration. We will in addition forward a confirmation of contract, which reproduces the content of the contract.

Section 7 Rejection

If the training course needs to be cancelled due to insufficient numbers, we will advise you 14 days in advance and make every effort to provide you with a suitable replacement booking. We reserve the right to cancel training courses, even after confirmation of participation has been sent out. If necessary we reserve the right to relocate and/or postpone events within reason.

Section 8 Right of cancellation for consumers

(1) You shall only have a right of cancellation if you have registered for our seminars as a consumer (cf. 1.3-1.5 T&Cs above).

The right of cancellation shall otherwise be subject to the arrangements laid out individually in the following cancellation policy:

Cancellation policy

Your right of cancellation

You shall have the right to cancel this contract within fourteen days without stating reasons. The cancellation period shall be fourteen days from the day of conclusion of the contract. To exercise your right of cancellation, you must inform us

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by means of a clear declaration (e.g. a letter sent by post, telefax or e-mail) of your decision to cancel this contract. You may, but need not, use the enclosed specimen cancellation form for this purpose. You may also complete and submit the

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specimen cancellation form or a different form of clear declaration electronically via our website <https://www.pilz.com/en-DE/widerruftraining>. If you use this option, we will send you confirmation without delay (e.g. by e-mail) of receipt of such a cancellation. To comply with the cancellation period, it shall suffice for you to submit notice of exercise of the right to cancel before expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we shall refund you all payments that we have received from you without delay, but within fourteen days from the day on which we received the notice of your cancellation of this contract. For this refund we shall use the same means of payment that you used for the original transaction, unless a different method has expressly been agreed with you; in no case shall charges be raised on this refund.

If you have requested the services to commence during the cancellation period, you shall pay us an appropriate amount that shall correspond to the share of the total amount for the services envisaged in the contract represented by the services already provided up to the time we are notified of your exercise of the right of cancellation of this contract.

– End of cancellation policy –

(2) Expiry of the right of cancellation: For a contract to provide services, the right of cancellation shall expire once we have provided the service in full and have only commenced provision of the service upon receipt of your express consent and simultaneously your confirmation that you are aware you will surrender your right of cancellation upon complete fulfilment of the contract.

(3) The specimen on the following page may – but need not – be used for your cancellation. It may be completed and printed out.

(4) The following specimen may – but need not – be used for your cancellation. You will find it at <https://www.pilz.com/en-DE/widerruftraining>. It may be completed and printed out from there. The specimen is also available for completion on page 116 of the training brochure.

Section 9 Services

(1) Payment of your training fee shall entitle you to the following: participation, training documents relevant to the course, certificate.

(2) At the Pilz Training Centre in Ostfildern, we in addition provide lunch as well as coffee breaks with snacks and drinks. For all other events, please refer to the details given on the order confirmation.

Section 10 Withdrawal, cancellation and replacement participants

Notwithstanding the option to exercise a right of cancellation in accordance with Section 8 of the T&Cs in the event that you conclude this contract as a consumer (cf. the above Sections 1.3-1.5 of the T&Cs in that respect), the following shall apply to all Customers: participants who are unable to attend may send a replacement even on the day of training. If you cancel up to ten days before the start of training, you shall incur no further obligations or costs. Should you cancel after this period, you shall be invoiced for 80 percent of the fee. If you fail to attend without prior notice, you shall be invoiced for the full fee.

Section 11 Fees, special considerations for qualification as a Certified Machinery Safety Expert CMSE

(1) The seminar fees listed represent prices per person including statutory value-added tax.

(2) Payment of the training fee for qualifications in cooperation with TÜV NORD (CMSE certification) as well as for other training courses with a mandatory test includes the test fee. Where training courses include an optional test, the test fee must be paid as an additional item.

(3) Prices for in-house training at your own premises are quoted as the cost per event. Customised training courses shall be calculated on a cost basis. We would be delighted to provide you with a detailed quotation. Instructor travel costs of EUR 0.56 (Germany) or CHF 1.00 (Switzerland) or EUR 0.59 (Austria) per kilometre plus overnight accommodation costs and travel expenses shall also be charged.

Section 12 Payment terms

The invoice shall be raised after the event. Payment shall be within 14 days (Germany and Austria) or 30 days (Switzerland) net. We regret that we are unable to provide refunds if you are unable to take full advantage of our provision.

Section 13 Disclaimer

(1) We shall be liable, whatever the legal basis, only – including if we have used senior employees or subcontractors and vicarious agents – if:

- there is gross negligence or intent on our part,
- we have fraudulently concealed a defect or have exceptionally assumed a warranty for the property of a delivery item (e.g. training materials),
- injury to life, limb or health has been negligibly or wilfully caused by us, and
- we are negligibly or wilfully in breach of the material contractual obligations, i.e.

- in the event of material dereliction of duty that jeopardises the achievement of the purpose of the contract, or
- in the event of breaches of obligations, the fulfilment of which makes the proper fulfilment of the contract possible in the first place, and on the compliance with which the Customer is regularly entitled to rely ("material contractual obligations").

Unless otherwise agreed in these T&Cs, all compensation claims of the Customer for losses of whatever kind, including for reimbursement of expenses and indirect losses, are excluded.

(2) In the case of Section 14.1 (d) of these T&Cs, for merely ordinary negligence the liability of the seller shall however be limited in scope to reimbursement of the foreseeable losses that typically occur.

(3) The liability restrictions laid down above shall not be applicable in respect of claims under product liability law. The aforementioned provisions do not entail a change in the burden of proof to the disadvantage of the Customer.

Section 14 Copyright

It is forbidden to make any audio, video or other form of recording of the training proceedings. Seminar documents shall not be duplicated, forwarded, utilised or made available to third parties for unauthorised purposes. The software used for practice purposes in the seminars shall not be copied or taken away from the seminar venue. Participants shall not copy their own software onto Pilz computers. Any infringement shall entitle Pilz to seek compensation.

Section 15 Applicable law

All legal relationships between the parties shall be subject to the laws of the Federal Republic of Germany, excluding the laws governing the international sale of movable goods. For consumers, this choice of law shall apply only to the extent that no protection is withdrawn from the consumer by binding stipulations of the law of the state in which the consumer has their habitual residence.

Section 16 Place of jurisdiction

If the Customer operates as a businessman, a public body or a public fund with its seat in the territory of the Federal Republic of Germany, our place of business Ostfildern shall be the exclusive place of jurisdiction for all disputes arising from this contract. If the Customer has its seat outside the territory of the Federal Republic of Germany, our place of business Ostfildern shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the Customer. However, in the above cases we shall always be entitled to

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go to the court at the seat of business of the Customer. The applicable statutory provisions shall otherwise apply with regard to local and international competence.

Section 17

Information on online dispute resolution and alternative dispute resolution

(1) The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <http://ec.europa.eu/consumers/odr>. This platform serves as a point of contact for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer.

(2) We are otherwise fundamentally neither prepared nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Do you have any questions?
Contact us!

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Commercial Register of Stuttgart District Court:
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General partner Peter Pilz GmbH,
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Status: 01/08/2018