# TERMS AND CONDITIONS FOR TRAINING COURSES AND SEMINARS

As of 09/2023



#### 1. General Provisions and Scope of Application

(1) These General Terms and Conditions (hereinafter "GTC") apply to following companies:

sera Hydrogen GmbH sera ProDos GmbH hereinafter "sera".

- (2) These Special Terms and Conditions shall apply in addition to our GTC (General Terms and Conditions) as amended.
- (3) sera reserves the right to cancel an offer or order at any time due to unforeseen influences beyond its control (examples but not limited to military conflicts, terrorist threats, natural and environmental disasters, political crises, health risks etc.) which may endanger, complicate or make the service call or the provision of service unfeasible.

#### 2. Pricina

- (1) The pricing is per participant. The price includes the participants' documentation, the certificate of participation, drinks and lunch.
- (2) The price does not include the client's costs for travel to and from the seminar location, accommodation and any transfer costs between the hotel and the seminar location.

## 3. Cancellation of the registration

(1) If a registration has to be cancelled, sera must be informed immediately in writing so that sera can dispose of the free place(s). In the event of cancellation up to three weeks before the start of the seminar, no costs will be incurred. In the event of cancellation within three weeks of the start of the seminar, 30% of the price will be charged for each cancelled participant.

## 4. Changes of Dates and Cancellations by sera

(1) sera reserves the right to postpone or cancel seminars due to sickness of the seminar facilitator, for operational reasons, due to force majeure or due to unforeseeable events. Any participation fee already paid will be refunded in this case.

## 5.Disclaimer

- (1) The technical information contained in the seminars and the seminar documentation will be given to our best knowledge and belief. We will not assume any liability for any errors in the statements that are made orally or in writing in the seminar or are contained in the seminar documentation. This shall also apply to any resulting damage or consequential damage caused by defects.
- (2) sera will not be responsible for any personal injury or property damage, e.g. theft, in connection with the seminar.

## 6 Place of fulfilment

(1) The place of fulfilment is Immenhausen, Germany.

## 7. Jurisdiction and applicable law

- (1) The place of jurisdiction for all disputes arising from this contract is, if the client is a merchant, the registered office of **sera**. **sera** is, however, also entitled to take legal action at the client's registered office.
- (2) The law of the Federal Republic of Germany shall apply exclusively.
- (3) The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

## 8. Severability

(1) The invalidity of individual provisions and conditions of this contract or of these Terms and Conditions shall have no effect on the validity of the remaining provisions. If a provision is invalid either in part or in whole, or contains any loopholes, the parties to the contract shall immediately endeavor to achieve the intended economic purpose of the invalid provision by other legally permitted means.

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