



HYDAC ACCESSORIES GMBH
HYDAC COOLING GMBH
HYDAC DRIVE CENTER GMBH
HYDAC ELECTRONIC GMBH
HYDAC FILTERTECHNIK GMBH
HYDAC FILTER SYSTEMS GMBH
HYDAC FLUIDTECHNIK GMBH
HYDAC INTERNATIONAL GMBH

HYDAC PROCESS TECHNOLOGY GMBH
HYDAC PTK PRODUKTIONSTECHNIK GMBH
HYDAC SERVICE GMBH
HYDAC SYSTEM GMBH
HYDAC TECHNOLOGY GMBH
HYDAC VERWALTUNG GMBH
HYDROSAAR GMBH

Training Conditions

General

Contracts concerning training sessions are concluded on the basis of our terms and conditions for training sessions, as given below. They are applicable exclusively vis-à-vis companies and public authorities. By accepting our offer the contractor (hereinafter called Customer) declares recognition of our Training Conditions. We expressly oppose any deviations from our Training Conditions; these shall only be valid if we have agreed to them in writing. Our Training Conditions are valid also for future contracts concerning training sessions, even if no explicit reference is made to them.

I. Subject matter of the agreement

1. The subject matter of the contract is seminars, workshops, training sessions and similar events offered by us (hereinafter referred to as training sessions). The details on the respective training sessions can be drawn from our training offer. Our training offers are not binding.
2. The training sessions are held by qualified instructors in accordance with their best knowledge and under observation of the relevant state of the art. We are not responsible for any specific training success, but solely for the training session offered.
3. All additional stipulations and amendments require our written confirmation to be effective.

II. Registration for training sessions and confirmation

1. The Customer is to register in writing at least three weeks before the start of the training session.
2. The Customer's registration represents his binding application for the conclusion of a corresponding training contract. The Customer's application is accepted by a confirmation of participation or rejected at the latest one week before the start of the training session.

III. Invoicing and payment

1. Unless stipulated otherwise, the training fee is payable immediately upon receipt of the invoice.
2. The invoice will be made out as soon as we have taken all the necessary steps within our sphere of responsibility to fulfil the contract.
3. Payments shall be regarded as having been received when the amounts involved become available to us.
4. We charge interest on arrears at 8 percentage points above base interest rate. We reserve the right to claim higher damages for default.
5. The Customer is not entitled to offset against our accounts receivable, unless his claim for counterbalancing is undisputed or adjudged valid. The Customer may only assert a right of retention against claims from the same agreement.

IV. Withdrawal, cancellations of or changes to training sessions

1. Withdrawals by the Customer must be in writing. We reserve the right to claim withdrawal charges.

2. We reserve the right to replace the instructor and to make changes to the training contents, procedures or location, provided this does not impair the purpose of the training session. In view of this fact, the Customer is not entitled to rescind the contract or reduce the training fee.
3. We reserve the right to postpone or cancel a training session at any time, provided this is necessary for important reasons (e.g. due to illness of the instructor). We further reserve the right to cancel a training session if the minimum participant number of eight persons is not reached by at least one week before the start of the training session. In these cases the Customer shall be informed immediately. The Customer is not entitled to any further claims.

V. Property rights, confidentiality, data protection

1. Copyrights, intellectual property rights and other rights to the documents, descriptions and expertise drawn up by us remain with us. The Customer is obliged to refrain from any action which is able to affect our rights. The Customer shall take all necessary measures to ensure that third parties cannot infringe these rights.
2. The Customer shall keep confidential all information (such as trade secrets or expertise) made available to him in the context of the contractual relationship. The Customer shall take all necessary measures to prevent any disclosure to or exploitation by third parties, unless expressly stipulated otherwise. The foregoing provisions shall continue to apply after the termination of the contractual relationship.
3. By registering, the Customer agrees that the personal data provided in connection with the training session may be used to inform the Customer about other available training sessions. This agreement can be repealed at any time.

VI. Warranty, liability

1. Should nothing else be stated below, the our warranty and liability, for any legal reasons whatsoever, is excluded. We shall not be liable for lost profit or other financial loss incurred by the Customer.
2. This exclusion of warranty and liability does not apply in cases of intent and gross negligence. Moreover, it does not apply to defects which have been deceitfully concealed or whose absence has been guaranteed, nor in cases of culpable harm to life, physical injury and damage to health.
3. If we negligently breach any material contractual obligation, our liability shall be limited to foreseeable loss.

VII. Miscellaneous

1. The place of performance shall be the registered office of our company. This is also the exclusive place of jurisdiction for all disputes arising from the business relations, if the Customer is a merchant. However, we may also commence proceedings before the courts of law holding jurisdiction for the Customer's domicile.
2. The relations between the Customer and us shall be governed and interpreted exclusively in accordance with the laws of the Federal Republic of Germany.
3. The Customer agrees to be bound by our Business code, which may be called up on the internet at www.hydac.com → Company → Business code.
4. If any of the provisions contained herein is ineffective or void, this shall not affect the validity of the remaining provisions.