

# General Terms and Conditions for Training Services at Bühler Locations

## 1. General information

These General Terms and Conditions (hereinafter "**GTC**") apply to all contracts concluded with Bühler AG (hereinafter "**Bühler**") for customer-specific training services and to contracts concluded via the online portal [www.buhlergroup.com](http://www.buhlergroup.com) (hereinafter "**Online Portal**") for standard training services provided at Bühler locations, unless and insofar as the parties agree otherwise in writing in the individual order. Amendments and / or supplements to these GTC shall only be valid if they have been signed by both parties.

## 2. Conclusion of contract for customized training services

For training services that are put together by Bühler on a customer-specific basis, the Customer shall request an offer from Bühler by telephone or e-mail. The contract between Bühler and the Customer shall come into effect for customer-specific training services upon the signing of the corresponding training contract by Bühler and the Customer.

## 3. Conclusion of contract for standard training services

The binding training registration of a Customer shall be made electronically via the online portal by sending the completed online registration form for the respective training participant. The contract between Bühler and the Customer shall come into effect for standard training services upon confirmation of registration by Bühler to the e-mail address provided by the Customer.

## 4. Training postponements/cancellations/adjustments

- a) In the event of an insufficient number of registered training participants, Bühler expressly reserves the right to postpone or cancel training courses up to 4 weeks before the start of training. In the event of a training course being canceled by Bühler, the training fee will be refunded in full. No further compensation will be paid. Postponements and/or cancellations of training courses do not entitle the customer to compensation.
- b) Brochures, catalogs and documentation from Bühler regarding the training services are non-binding. Bühler expressly reserves the right to make minor adjustments to the timetable and locations and to change the respective trainer or lecturer - not only in the event of illness or unavailability - from .

## 5. Training documents

Insofar as Bühler makes training documents available to the participants during the training, all rights to these training documents shall remain with Bühler. Bühler grants the training participants a non-exclusive right to use the training documents within the scope of the training. Any use for purposes other than the training, reproduction and/or use by third parties is not permitted without the prior written consent of Bühler.

## 6. Costs and fees

The training fee is made up of the course costs and the accommodation costs (optional if accommodation is booked). The training fee is net without deductions and per training participant. The costs of the training documents are included in the training fee, the statutory VAT is shown separately on the invoice. If accommodation is also booked, the accommodation costs consist of the accommodation costs (1 overnight stay before the start of the training and 1 overnight stay per full training day), the breakfast costs and any transportation costs from the hotel to the training venue. Unless otherwise agreed in the individual order, participants will be offered accommodation in a three-star hotel in accordance with local conditions. Travel costs shall be borne by the customer in all cases. All other costs, such as costs for an extension of the stay after completion of the training, food and drinks outside of the meals taken together and telephone charges, shall also be borne by the customer or the training participant.

## 7. Terms of payment

- a) The training fee must be paid in full upon receipt of the invoice and before the start of training.
- b) Bühler shall charge the following fees for cancellations of registration by the customer:
  - Cancellation 22 or more calendar days before the start of training: no cancellation fee
  - Cancellation 21 to 11 calendar days before the start of training: 10% of the total training fee
  - Cancellation 10 to 3 calendar days before the start of training: 50% of the total training fee
  - Cancellation 2 or less calendar days before the start of the training: 100% of the total training fee.

Cancellation must be received by Bühler in writing by the specified date.

- c) The customer is entitled to nominate a substitute participant, provided he informs Bühler of this in writing before the start of the training.

## 8. Place of fulfillment

The place of performance for all contractual services shall be the Bühler plants specified in the training documents, unless otherwise agreed in the individual order. For reasons of health protection, the training participants are obliged to follow the instructions of the training instructors and Bühler on the training premises at all times. Equipment and rooms on the training grounds may only be used by the training participants within the scope of the training and in the presence of the training instructor.

## 9. Visas / Permits

The customer is solely responsible for obtaining the necessary permits and visas in good time. In doing so, the customer must take into account that the training courses may take place in different countries, as listed in the respective training documents on . All costs arising from the failure to obtain permits and visas in good time shall be borne by the customer.

## 10. Insurances

The customer is responsible for taking out insurance for the training participants, e.g. in the event of illness, accident and medical treatment. Bühler does not take out any insurance for the training participants .

## 11. Travel information

Information regarding accommodation and travel will be provided to the customer in due course. Special requirements in connection with accommodation and meals must be communicated to Bühler by the customer in good time . Otherwise, European catering will be offered.

## 12. Force Majeure

- a) Bühler shall be entitled to suspend the training if circumstances beyond Bühler's control, which were not foreseeable at the time of conclusion of the individual order, such as fire, explosions, natural events (e.g. earthquakes, floods, epidemics, mobilization, seizure, war, piracy, riots, embargoes, boycotts, lack of transport, etc.) make it impossible to carry out the training. such as fire, explosions, natural events (e.g. earthquakes, floods), epidemics, mobilization, confiscation, war, piracy, riots, embargoes, boycotts, lack of means of transport, etc., make it impossible or excessively difficult to carry out the training; the same principles shall apply if Bühler's subcontractors are affected by such circumstances.
- b) Bühler shall inform the customer in writing within a reasonable period of time about the occurrence and end of force majeure circumstances.
- c) The period for the fulfillment of contractual obligations is extended by the duration of the force majeure circumstances and their effects.
- d) Bühler shall be entitled to terminate an individual order by written notice if a force majeure circumstance persists for more than six weeks. In this case, the Customer shall compensate Bühler for all work and services that have already been performed and for all costs already incurred prior to the occurrence of force majeure.

## 13. Data protection

The Customer acknowledges and agrees that Bühler may have access to personal data (i.e. information about identified or identifiable natural persons such as names, functions or contact details) of the Customer's employees, agents and other collaborators. Such personal data may be processed by or on behalf of Bühler in accordance with Bühler's Privacy Policy, which is available at [www.buhlergroup.com/privacy](http://www.buhlergroup.com/privacy), in order to assume and/or fulfill rights and/or obligations arising from the contractual relationship to which these GTC apply. In addition, the Customer undertakes to inform its personnel that Bühler is authorized to process personal data and, if necessary, to obtain valid consent. In particular, the Customer draws attention to Bühler's right to transfer personal data to third parties or third parties abroad while maintaining a comparable level of data protection.

## 14. Liability

- a) Subject to conflicting provisions of these GTC and mandatory provisions of applicable law, neither party shall be liable to the other for indirect or consequential damages, including but not limited to lost orders, loss of use, loss of profit and all other indirect or consequential damages.
- b) Subject to any mandatory provisions of applicable law to the contrary, Bühler's entire liability under this contract shall be limited to the training fee.

## 15. Termination of an individual order

- a) Bühler is entitled to terminate an individual order without notice if aa) the Customer has not paid the training fee in accordance with clause 7 a); or bb) the Customer has violated a provision of these GTC and such violation has not been remedied within five (5) days after Bühler has drawn the Customer's attention to the breach of contract or cc) Bühler determines that the Customer's participation constitutes a violation of statutory and internal regulations. In such a case, Bühler shall be entitled to retain the training fee in full.
- b) If the customer cancels the registration, an all refund will be made in accordance with clause 7 b) above.

## 16. Place of jurisdiction / Applicable law

The place of jurisdiction for all disputes arising from or in connection with these GTC and the individual order is exclusively CH-9240 Uzwil. The GTC and the individual order are subject to substantive Swiss law.

**Bühler AG, CH - 9240 Uzwil**