

SCHEMA ST4 - General Terms and Conditions for Training Courses of Quanos Content Solutions GmbH [2020-11]

The contract partners of Quanos Content Solutions GmbH are referred to henceforth as "participants" and Quanos Content Solutions GmbH is referred to as "Quanos Content Solutions". Participants and Quanos Content Solutions are referred to together as the "contract parties".

§ 1 Scope

1. These General Business Conditions apply for the performance of events, e.g. open education courses, seminars, training courses.
2. Quotations and performances on the part of Quanos Content Solutions shall take place exclusively with the inclusion of these General Business Conditions in their entirety. Changes apply only insofar as they have been agreed to in writing. Business Conditions of individual participants which deviate from these shall in principle not be recognized, unless they are confirmed expressly in writing.

§ 2 Quotation, conclusion of contract, withdrawal, re-booking

1. The offers made by Quanos Content Solutions are subject to change and nonbinding. This also applies with respect to price specifications. The subject of this order is the agreed-upon activity or the other performance and not a success.
2. The participant can register with Quanos Content Solutions in writing, per Fax or online. The registration is binding as soon as the participant has received an order confirmation in writing.
3. Quanos Content Solutions has the right to use subcontractors for rendering performance.
4. Open training courses at the Training Center of Quanos Content Solutions and open online training courses:

The fee for the training course must be paid in its entirety in the event of either non-attendance at or early departure from the training course. No (partial) refund of the fee that has already been paid shall take place. A replacement participant can however be sent at any time, free of charge. Training courses can be canceled in writing up to 14 calendar days prior to the training course date for a processing fee of € 200 per registered participant. Afterwards, the complete training course fee is due. A onetime opportunity exists of rescheduling the training course up to 14 days before its scheduled date, in writing and at no extra charge, in favor of a different training course for which the same training course fee is charged. The possibility of a further rescheduling is however excluded. Statutory right of revocation for private end users remains unaffected by the above provisions.

5. Exclusive or onsite training courses:

Exclusive and onsite training courses can be canceled in writing up to 30 calendar days prior to the training course date for a processing fee of € 600 per registered participant. Afterwards, the training fee remains to be paid in full, i.e. a (partial) refund shall not take place in the event that and to the extent that Quanos Content Solutions is unable to deploy the trainer in a different training course.

§ 3 Payment terms

1. Unless an individual contractual provision or a different basis for measurement has been expressly agreed to, compensation shall take place in accordance with the Quanos Content Solutions prices that are valid at the time of registration. Prices become due without deduction within 14 calendar days following invoicing and shall be paid to one of the specified bank accounts together with specification of the invoice number.
2. All prices are understood to be net amounts, to which value added tax must be added at the respective current statutory rate.
The end prices listed in the programs of events or quotations are subject to value added tax.
3. In the case of events, the invoice amount includes the costs for participation, training course documents and catering; catering is not included with online training courses.
4. A single event cannot be divided up among several participants. Unless expressly specified otherwise in the program, no partial booking with price reduction is possible.

§ 4 Performance of events

1. Events shall be performed in accordance with the published program of events or in accordance with the individual agreement concluded with the participant. Quanos Content Solutions reserves the right to make modifications insofar as they do not fundamentally change the objective of the event.
2. No right exists to the performance of an event by a particular trainer or at a particular instruction site.
3. Quanos Content Solutions reserves the right to postpone or cancel an event for reasons which it is not responsible, e.g. illness of a trainer, non-achievement of the necessary number of participants, etc. Participants shall be informed of a cancellation using the address specified at the time of registration. Participation fees which have already been remitted shall be refunded if an event is cancelled. Subject to the provisions listed under § 6, Quanos Content Solutions is not responsible for futile expenditures or other disadvantages which arise for the participants as a result of the cancellation.

§ 5 Patents and copyrights, data privacy

1. The documents, software and other media handed out to the participant for the purpose of the event are protected by copyright. Reproduction, further dissemination or other use of the materials handed out – including extracts thereof – is not permitted without the express prior consent of Quanos Content Solutions in writing.
2. Quanos Content Solutions also stores, processes and uses personal data of the participant for correct order fulfillment and for its own purposes. Quanos Content Solutions also applies automatic data processing systems for this purpose. For the purpose of compliance with the data privacy requirements of the system pursuant to § 9 BDSG, Quanos Content Solutions has implemented technical organizational measures to guarantee the security of the database and of the data processing procedures. The employees entrusted with the processing are obliged to uphold the BDSG and are committed to strict adherence to the entirety of existing data privacy provisions.

§ 6 Liability

1. Quanos Content Solutions is liable for damages – no matter which legal basis they are based upon – only if it has caused such damages deliberately or through gross negligence or if it has negligently violated an essential contractual obligation ("major obligation"). Quanos Content Solutions' liability in cases of the violation of essential contractual obligations shall always be only for the damages which are contractually typical and foreseeable at the time the contract was concluded.
2. Insofar as Quanos Content Solutions is liable for damages resulting from negligence in cases of violation of essential contractual obligations pursuant to § 6 para 1 above, its obligation to pay compensation is however limited in terms of amount per damage incident to: 100,000.00 EUR for property damage.
3. Liability for damage which has been caused by violation of non-essential contractual obligations resulting from simple negligence is excluded. Furthermore, liability for consequential damages, lost profits or property damage is excluded.
4. "Essential contractual obligations" are those contractual obligations which protect the material contractual legal standings of the participant which the contract is basically intended to ensure, pursuant to its content and purpose; additionally essential are those contractual obligations which must be fulfilled in order to enable the contract itself to be carried out properly and upon the compliance with which the participant has regularly depended and upon which he is permitted to depend.
5. The liability exclusion or liability limitation contained in § 6 para 1 – § 6 para 4 does not apply for injuries to life, limb or health nor for claims arising from a quality guarantee or pursuant to the Product Liability Law.
6. The participant shall notify Quanos Content Solutions without delay of any damages for which Quanos Content Solutions is allegedly liable.
7. Insofar as claims for damage against Quanos Content Solutions are excluded or limited, this shall also apply for the personal liability of the official, experts and other employees as well as to Quanos Content Solutions' subcontractors and vicarious agents.
8. Except in cases pursuant to § 6 para 5, statute of limitations protections shall apply to claims for damages which are not subject to the statute of limitations pursuant to § 438 Par. 1 No. 2 BGB or to § 634a Par. 1 No. 2 BGB, starting one year after the start of the statutory limit period.

§ 7 Place of jurisdiction, place of performance, applicable law

1. Place of jurisdiction for the assertion of claims for both contract partners is the headquarters of Quanos Content Solutions, insofar as the prerequisites pursuant to § 38 Civil Practice Act apply.
2. Place of fulfillment for all of the obligations arising from the contract is the headquarters of Quanos Content Solutions.
3. The contractual relationship and all of the legal relationships arising from it are subject exclusively to the laws of the Federal Republic of Germany under exclusion of the conflicts of laws provisions (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 8 Scope

1. These General Business Conditions apply with respect to businessmen, public law legal entities and public law special assets pursuant to § 310 BGB unless expressly stipulated otherwise.
2. If the initiator is not numbered among the individuals designated in § 8 para 1 pursuant to § 310 BGB, then these General Business Conditions apply with the following proviso: - § 6 para 8 does not apply, - § 7 para 1 applies with the proviso that the headquarters of Quanos Content Solutions is agreed to as the place of jurisdiction in the event that the participant has moved its headquarters, place of residence or normal whereabouts outside of the area of application of the laws of the Federal Republic of Germany or if its place of residence or normal whereabouts is unknown at the time the legal action is filed. - § 7 para 2 does not apply.