

General terms and conditions for courses

Special conditions – Education and training

§ 1 Validity and general provisions

1. For reasons of clarity, gender-neutral wording, e.g., (m/f/non-binary), has been omitted. All role descriptions apply to all genders in accordance with the principle of equal treatment.
2. All services and offers provided by EDAG Engineering GmbH, Kreuzberger Ring 40, 65205 Wiesbaden, or by an affiliated company in accordance with §§ 15 ff. AktG (German Stock Corporation Act) (collectively referred to as “EDAG”) to an entrepreneur in accordance with § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law (‘Participant’) shall be provided exclusively on the basis of these Special Terms and Conditions – Education and training as part of the General Terms and Conditions (“GTC”) of EDAG.
3. Unless otherwise agreed, these General Terms and Conditions shall apply in the version valid at the time of conclusion of the respective contract or, in any case, in the version last communicated to the participant in text form.
4. Any general terms and conditions of the Participant that conflict with, supplement, or deviate from these GTC shall only become part of the contract if and to the extent that EDAG has expressly agreed to their validity. This requirement of approval shall apply in all cases, for example, even if EDAG provides services without reservation, accepts payments without objection, or remains silent in response to a declaration of inclusion by the Participant.
5. Individual agreements made between the Participant and EDAG in individual cases (including supplementary agreements, amendments, and changes) shall take precedence over these GTC in all cases. The content of such individual agreements shall be determined by a written contract or written confirmation from EDAG, unless proven otherwise.
6. Legally relevant declarations and notifications by the Participant in relation to the contract, in particular the setting of deadlines and withdrawal, must be made in writing, i.e. in written form (e.g. letter), or at least in text form (e.g. email or fax). Legal formal requirements and further verification, particularly in cases of doubt regarding the legitimacy of the person making the declaration, remain unaffected by this.
7. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTC.
8. With regard to any duties to provide information on the part of EDAG in accordance with the EU General Data Protection Regulation (“GDPR”), please refer to the privacy policy available on our website at <https://www.edag.com/en/legal/data-privacy>.

§ 2 Registration and conclusion of contract

- 1 Participants must register for EDAG's courses and events (“courses”) in writing, by e-mail or online via the respective EDAG eLearning portal. Registrations will be considered in the order in which they are received. The contract comes into effect upon binding confirmation of registration by EDAG. If a registration cannot be accepted, the Participant will be notified within two weeks. If special admission requirements apply to a course, these must be met.
Participation in a course does not automatically entitle students to be admitted to exams.

2. The scope and content of EDAG courses are set out in the current course programs, which can be accessed via the EDAG eLearning portal. EDAG reserves the right to make minor changes or adjustments to the content if necessary. Participants will receive all relevant information either by email or via their account on the eLearning portal.
3. The information contained in the course program must be checked by the Participant to ensure that it is suitable for the Participant's intended purpose. In case of uncertainty, participants may seek advice regarding the courses offered.
4. The Participant is obliged to provide EDAG with all information relevant to the implementation of training courses in good time. In order to ensure the proper course of business, it is particularly important that the Participant immediately notifies EDAG of any changes to their name and contact details and/or updates these independently on the eLearning portal.
5. The Participant shall immediately check certificates and other communications from EDAG for accuracy and completeness and raise any objections without delay.

§ 3 Study material

1. The study material provided to the Participant by EDAG is meant solely for supporting purposes. It does not release the Participant from the obligation to study relevant literature, attend classes, and follow current developments in the subject area. In particular, the study material cannot fully reflect possible exam content.
2. Participants are responsible for obtaining any additional study materials at their own expense.
3. EDAG reserves the right to change or replace the study material provided, in particular to update it regularly.
4. EDAG reserves all rights of ownership, use, and exploitation of the study material itself and the information contained therein. The Participant is prohibited from unauthorized utilization and unauthorized communication to third parties. Reproduction for personal study purposes is permitted (e.g., by downloading to your own computer/mobile phone/iPad or printing paper copies for self-study).
5. The Participant is obliged to use software used for training courses on EDAG computers for training purposes only. It may not be reproduced, modified, passed on to third parties or made available to third parties. Likewise, access data must not be passed on to third parties or made available to third parties.
6. Furthermore, the Participant is not entitled to make any changes to the hardware or software or to install third-party software or external data without the instructor's consent. Copyrights must be observed.
7. Participants may not use the Internet access on the training computers for purposes not related to the training. Purposes not related to the training include, in particular, accessing or downloading pages with content that is pornographic, politically radical, glorifies violence, or incites hatred. Furthermore, uploads are not permitted.
8. If the Participant is in breach of contract, EDAG shall be entitled to withdraw from the contract. If software has been provided by EDAG to the Participant, any of the Participant's rights of utilization or exploitation granted within the context of the contract will lapse in such an event.

§ 4 Service period and default

1. The period for the provision of a service by EDAG ("service period") shall either be agreed individually with the Participant or specified by EDAG in its course program or in the confirmation of registration for a course. Unless a fixed-date transaction has been expressly agreed, compliance with service periods shall therefore not be deemed an essential part of EDAG's performance obligations, meaning that EDAG shall be deemed to have fulfilled its performance obligation if service periods are postponed and/or canceled and/or postponed courses are rescheduled.

2. EDAG's compliance with service periods shall be subject to the Participant fulfilling all his obligations, in particular to provide EDAG with all necessary documents in good time.

3. If EDAG is unable to meet service periods for reasons beyond its control ("non-availability of service"), EDAG shall inform the Participant immediately and at the same time notify them of the expected new service period.

If the non-availability of service persists within the new service period, EDAG shall be entitled to withdraw from the contract in whole or in part.

4. The rights of the Participant arising from these GTC and the statutory rights of EDAG, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility and/or unreasonableness of performance) remain unaffected by the above provisions.

§ 5 Place of performance and provision of services

1. EDAG shall determine the instructors and the venue and, in the case of specific courses, also the examination procedure at its reasonable discretion.

2. The specification of the venue means that the courses usually take place at this location. EDAG is entitled to change the location of individual courses or courses in specific subject areas to another location within a reasonable distance due to teaching or space requirements.

3. The Participant is not entitled to reimbursement of any additionally incurred costs.

4. EDAG is entitled to appoint substitute instructors and to commission external instructors to deliver the contractually agreed courses if this is necessary for organizational reasons. This does not entitle the Participant to withdraw from the contract or to a reduction in the course fees.

5. Furthermore, EDAG is entitled to cancel courses at short notice in exceptional cases if the number of participants is insufficient or if obstacles beyond its control arise. In this case, an alternative date will be offered, or the Participant's payment will be refunded if postponement is not possible for legal or operational reasons.

§ 6 Terms of payment and default of payment

1. The fees for the course are payable within 14 days of receipt of the invoice ("payment period"), including any applicable value added tax, unless expressly agreed otherwise in writing between the parties.

2. EDAG is entitled to invoice the Participant separately at market conditions for services not listed in EDAG's course program which the Participant has requested EDAG to provide in the course of a service relationship ("additional services").

3. Additional services also include any additional services provided by EDAG resulting from change requests made by the Participant, without the Participant having to be notified separately.
4. Any costs for travel or accommodation are not included in the course fees and must be paid separately by the Participant.
5. If the period for payment expires and no payment has been made, the Participant will be in arrears; no reminder is necessary. The appropriate statutory interest on arrears will be charged on the invoiced amount for the period you are in arrears. The entitlement to commercial interest on arrears (Section 353 of the German Commercial Code (HGB)), the assertion of further damages caused by default, and the assertion of the lump sum pursuant to Section 288 (5) of the German Civil Code (BGB) by EDAG remain unaffected by this.
6. Invoices issued by EDAG shall be deemed accepted if the Participant has not objected to them in writing within two weeks of receipt.
7. The Participant's obligation to pay shall not be affected by the fact that he/she does not attend the course, attends only intermittently, or withdraws from the course prematurely, unless EDAG has caused the non-attendance by breach of contract.
8. To begin with, EDAG shall be entitled to use payments received from the Participant to settle any previous debts, and to balance first costs and interest, and then the main Contractual Item with incoming payments.
9. In the event that, after conclusion of the contract, EDAG's claim to payment is jeopardized due to the Participant's inability to pay (e.g., due to the filing of a petition for the opening of insolvency proceedings, the rejection of an important loan, the issuance of uncovered checks, etc.), EDAG shall be entitled to refuse performance in accordance with the statutory provisions.
This right to refuse performance shall lapse if the Participant fulfills the fee claim or provides security for it. EDAG may set a reasonable deadline by which the Participant must fulfill the payment claim or provide security, at EDAG's discretion. If the deadline expires without result, EDAG may withdraw from the contract.
10. The Participant will be entitled to offset or withhold only if claims are undisputed or are the subject of a final court judgement.

§ 7 Effects of force majeure

EDAG shall not be liable for damages resulting from force majeure, riots, acts of war, natural disasters, or other events beyond its control (e.g., strikes, lockouts, traffic disruptions, official orders in Germany or abroad, prolonged illness of the instructor, etc.).

§ 8 Cancellation

1. Unless otherwise agreed in writing, the contract for a course may be canceled by the Participant free of charge no later than four weeks before the start of the course. In the event of later cancellation by the Participant, the fees for the course will be charged in full.
2. Cancellation must be served in writing. At the request of the Participant, EDAG shall confirm receipt of the cancellation in writing or in text form.

3. The right of EDAG and the Participant to terminate the contract for good cause remains unaffected. EDAG is entitled to terminate the contract without notice in particular if

a) the Participant is in arrears with the payment of the fees invoiced for the course and fails to pay within a period of two weeks despite a written deadline and a warning of possible termination by EDAG, or

b) the Participant's behavior significantly disrupts the proper conduct of the course or the trusting cooperation with fellow students, instructors, or EDAG and its employees despite written warnings and the setting of deadlines. § 323 para. 2 of the German Civil Code (BGB) shall apply.

§ 9 General liability of EDAG

1. Unless otherwise specified in these GTC, including the following provision, EDAG shall be liable for any breach of contractual or non-contractual obligations in accordance with the statutory provisions.

2. In the event of intent and gross negligence, EDAG shall, within the scope of fault-based liability, be liable for damages and compensation for unsuccessful applications – for whatever legal reason. In the event of simple negligence, EDAG shall be liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g. for diligence in its own affairs) only

a. for damage resulting from injury to life, body or health

b. for damage from the non-negligible breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and upon the observance of which the Participant regularly relies and may rely); in this case, EDAG's liability is limited to the replacement of the foreseeable, typically occurring, damage, which shall not exceed the amount of the agreed course fee.

3. The limitations of liability resulting from the above paragraphs shall also apply in the event of any breach of duty by or for the benefit of persons for whose faults EDAG is under law responsible; in particular EDAG's legal representatives, executives and vicarious agents. They do not apply insofar as EDAG is legally liable.

4. If the Participant has contributed to the occurrence of damage through negligent conduct (e.g. by violating the obligations to cooperate listed in these Terms and Conditions), the extent to which EDAG and the Participant shall bear the damage shall be determined in accordance with the principles of contributory negligence.

§ 10 Limitation period for claims by the Participant

1. Claims by the Participant due to non-performance or poor performance by EDAG shall expire twelve (12) months after participation, unless the application of the regular statutory limitation period results in a shorter limitation period in individual cases – in which case this shall apply. Claims for damages by the Participant in accordance with § 9 (2) shall become invalid exclusively in accordance with the statutory limitation periods.

2. Negotiations regarding a claim or the circumstances giving rise to the claim shall not suspend the limitation period.

§ 11 Right to subcontracting

Subject to deviating agreements in individual cases, EDAG is entitled to subcontract all or part of its performance obligations or to commission a third party to perform the services.

§ 12 Data protection

1. EDAG collects and processes the personal data of registered Participants in accordance with statutory provisions. This includes contact details such as the names and email addresses of participants, which are required in particular for processing registrations, conducting courses, and internal processing such as invoicing. Personal data will be stored for as long as necessary to fulfill the contractual services and will only be processed for these purposes.
2. The Participant agrees to the processing of their personal data for the purpose of receiving information about events and services from EDAG at a later date. This consent can be revoked at any time with future effect in writing or in text form.

§ 13 Applicable law and place of jurisdiction

1. These General Terms and Conditions, all contracts concluded on the basis thereof, and all contractual relationships between the Participant and EDAG shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of conflict of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. If the Participant is a merchant as defined in the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court with jurisdiction at EDAG's registered office. The same applies if the buyer is an entrepreneur as defined in § 14 of the German Civil Code (BGB). However, EDAG shall also be entitled in all cases to bring legal action at the general place of jurisdiction of the Participant. Preceding statutory provisions, in particular those relating to exclusive responsibilities, remain unaffected.

§ 14 Final Provisions

1. Subject to the legal provisions governing the admissibility of assignment prohibitions, any assignment of rights and obligations arising from contractual agreements shall require the consent of EDAG in order to be effective.
2. If individual clauses of these General Terms and Conditions or any other contractual agreement between the Participant and EDAG are or become invalid in whole or in part for reasons other than those specified in Sections 305 to 310 of the German Civil Code (BGB), this shall not affect the validity of the remaining provisions and regulations, unless the execution of the contract constitutes an unreasonable hardship for the Participant or EDAG, taking into account the following. Participant and EDAG are aware of the ruling of the Federal Court of Justice, according to which a severability clause merely reverses the burden of proof.

However, it is the express wish of the Participant and EDAG to maintain the validity of the remaining clauses and agreements under all circumstances and thus to waive § 139 of the German Civil Code (BGB) in its entirety. The same applies to any regulatory or contractual loopholes.

The invalid or unenforceable provision shall be replaced by an appropriate, lawful provision that comes as close as possible to what the Participants and EDAG intended or would have intended with the invalid provision if they had considered this point when concluding the contract or when subsequently incorporating it.