

# General terms and conditions

TÜV AUSTRIA AKADEMIE GMBH



## Validity of the terms and conditions:

The general terms and conditions (TAC) shall apply to the organization of all courses, seminars, trainings and measures (like training courses, E-learning or events) organised by the TÜV AUSTRIA AKADEMIE GMBH as well as to the sale and the delivery of publishing products (like specialist publications in the fields of safety, technology, environment and quality) of the TÜV AUSTRIA AKADEMIE GMBH as well as to the use of conference, meeting and function rooms, laboratories and workshops of TÜV AUSTRIA AKADEMIE GMBH for holding events and all associated deliveries to and services provided for the client. Deviating terms of clients shall be excluded for the whole business relationship. TÜV AUSTRIA AKADEMIE GMBH hereby expressly objects to the customer's general terms and conditions.

In case of contracts with consumers within the meaning of the Austrian consumers act (KSchG), indispensable legal rules will prevail over this terms and conditions.

Any reference made in these general terms and conditions to natural persons using male designations is intended to refer equally to men and women. The gender-specific form should be used when these designations are used to reference certain natural persons.

The relevant section of the general terms and conditions and the jointly applicable provisions will apply to the contractual relationship depending on the type of contract.

## Overview:

- A: Organization of public courses, seminars, trainings and measures
- B: Organization of in-house courses
- C: Publishing of specialist publication
- D: Room rental
- E: E-learning
- F: Engineering certification
- G: Terms in common

## A: Organization of public courses, seminars, trainings and measures (like training courses or events):

### A.1: Definition:

Public courses are publicly available to clients from different companies as well as to private persons. Schedules and event locations are shown in the course program, on our homepage and on our course folders.

### A.2: Registration:

Every registration is binding. Registrations have to be done in a written form, which means by post, email or via homepages [www.tuv-akademie.at](http://www.tuv-akademie.at) or [www.tuv-elearning.at](http://www.tuv-elearning.at) unless otherwise stated for the respective event. If clients have not reached the age of 18, the registration has to be made and signed by the client as well as its legal representative. Registration will be confirmed by TÜV AUSTRIA AKADEMIE GMBH, which will result in the conclusion of the participation contract. TÜV AUSTRIA AKADEMIE GMBH reserves the right to reject registrations (also without reason).

TÜV AUSTRIA AKADEMIE GMBH will be entitled to withdraw from the contract once the participation contract has been concluded should it become concerned about the customer's creditworthiness and customers do not immediately declare that they are willing to make an advance payment.

### A.3: Participation fees:

The participation fees can be found at the current course program or any course-relating materials or can be asked by the TÜV AUSTRIA AKADEMIE GMBH.

Participation fees stated in the course program are generally valid from 1 July to 30 June of the following year. However, prices remain subject to change and will be announced separately. The subsequent program will be released at July 1. Misprints and errors are reserved.

#### A.3.1: Payment terms:

The stated participation fees are valid in EURO excluding VAT and have to be transferred within 2 weeks after receipt of invoice. TÜV AUSTRIA AKADEMIE GMBH reserves the right to demand immediate payment of the entire outstanding debt should payment by instalments have been agreed and in the event that instalments or additional demands have not been settled on time (failure to meet the payment target).

#### A.3.2: Examination fee:

The examination and certificate fee includes the issuing of a certificate (German or English). Separate charges will be made for additional certificates and certificate languages. It will be possible to repeat examinations or failed parts thereof at no additional charge once on the date specified by the certification body. Further repetitions of the examination will be charged on the basis of the time and effort involved.

TÜV AUSTRIA Academy may postpone certification examinations in exceptional cases.

#### **A.4: Rescission/follow-up dates and cancellation fees:**

The current legal situation does not provide for any basic right to unilaterally withdraw from or amend the participation contract. TÜV AUSTRIA AKADEMIE GMBH, however, does grant all customers the opportunity to make cancellations under the following conditions:

Cancellations must be made in writing. They are free of charge up to 7 working days (Monday to Friday) before the start of the event. The cancellation period will only be deemed to have been met if the written notice of the cancellation was received at the address provided for registration for the course (postal address or email) within the specified time limit. As from 6 working days up to 1 working day before the start of the event, 30 percent of the participation fee will be charged for cancellations.

A lower cancellation fee of 10% will be charged if registration for a follow-up date for the same course subject is made at the same time during this period. No entitlement exists for follow-up dates, the corresponding new registration must be confirmed by TÜV AUSTRIA AKADEMIE GMBH.

In case of no show or cancellation as from the (first) day of the event, the complete participation fee will be charged. The cancellation fee will become due with the effective date of the declaration of withdrawal and must be paid regardless of the reasons for withdrawal. The cancellation fee will be waived if the customer names a substitute participant who is able to meet the admission requirements and pays the participation fee.

Repeated cancellations and new registrations will be possible in accordance with the time limits set out above (subject to confirmation by TÜV AUSTRIA AKADEMIE GMBH).

Consumers may withdraw from distance selling contracts as defined in Article 1 (2) of the Austrian Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG) within 14 days of the date of the conclusion of the contract; they will not be required to state the reasons for doing so. A clear written declaration (e.g. by post or email) to TÜV AUSTRIA AKADEMIE GMBH, TÜV AUSTRIA-Platz 1, 2345 Brunn am Gebirge or its email address at [akademie@tuv.at](mailto:akademie@tuv.at) will be sufficient for revoking such contracts on time. An example of the declaration of revocation may be found at the following [link](#). A return confirmation of the revocation will be made in writing.

It will be sufficient for fulfillment of the revocation time limit that the notice regarding the exercising of the right of

revocation has been sent before the time limit for revocation has expired.

If the rescission is made after the start of the course and, as a result, TÜV AUSTRIA AKADEMIE GMBH has already begun to perform its contractual duties, then an amount must be paid to remunerate the actual services rendered by TÜV AUSTRIA AKADEMIE GMBH until cancellation that is proportional to the contractually agreed total price.

#### **A.4.1: Withdrawal/cancellation fees for small tests:**

Withdrawals from registrations must be made in writing; such withdrawals may be effected for up to 7 working days before the respective course date at no additional charge. A total of 30% of the examination fee will be charged for cancellations submitted between 6 working days and 1 working day before the respective course date. The full examination fee will be charged for cancellations later than that and in the event of no-shows.

#### **A.4.2: Withdrawal/cancellation fees for major examinations:**

Withdrawals from certification examinations must be made in writing.

Examination and certification fees paid will be refunded for certification examinations with project work, provided that the withdrawal occurs before the project work's defined submission deadline.

Fees will be refunded for certification exams without project work provided that the withdrawal occurs at least 7 working days before the examination date. Further claims are excluded. A total of 30% of the examination fee will be charged for cancellations submitted between 6 working days and 1 working day before the date of the examination. The full fee will be charged for cancellations later than that and in the event of no-shows.

#### **A.5: Right of withdrawal by TÜV AUSTRIA AKADEMIE GMBH:**

It will be possible for TÜV AUSTRIA AKADEMIE GMBH to cancel the event in writing (email will suffice) up to 6 working days before the seminar commences. Any paid participation and examination fees will then be refunded, further claims will be excluded. Repayment is made by transfer to an account given by the customer in writing.

The TÜV AUSTRIA AKADEMIE GMBH reserves the right to exclude participants in the case of scientific misconduct, violation of the house rules or safety regulations, violation of laws or morality from further participation in classes or

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exams. Paid attendance / exam fees will be refunded pro rata. Other claims are excluded.

## A.6: Copyright:

The training materials and content of TÜV AUSTRIA AKADEMIE GMBH's seminars, in particular transcripts and sets of slides, are protected by copyright. The content and information are intended solely for the personal use of customers for training purposes.

Any other use, in particular storing, duplicating, translating, processing or any form of commercial use and disclosure to other people – including in parts or in revised form – without the consent of TÜV AUSTRIA AKADEMIE GMBH is prohibited.

## A.7: Confirmation of participation:

The right to the issuing of a confirmation of participation will exist once the required percentage (usually 80% or 100%) of the number of the specified course units has been attended and the participation fees, including other costs, such as examination and certificate fees, have been paid. If an examination is provided, the claim to receive a certificate or another performance evaluation arises when the requirements stated above are met and the examination is taken successfully.

## A.8: Amendments by the TÜV AUSTRIA AKADEMIE GMBH:

TÜV AUSTRIA AKADEMIE GMBH reserves the right to make changes to the instructor, the content of the course/seminar program, the number of course units, the participation fees, the examination and certificate fees as well as to the venue and the course dates.

## A.9: Online courses:

If TÜV AUSTRIA AKADEMIE GMBH is prohibited by administrative order from holding training courses on site (e.g. temporary suspension of event operations due to governmental measures under the Epidemic Diseases Act), TÜV AUSTRIA AKADEMIE GMBH offers customers the option to attend courses in the form of online events. Please note that not all events can be held as online courses, as personal attendance on the part of the customer may be required (e.g. forklift driver training course), so this option is offered only for suitable events where necessary. Customers may choose whether to attend the event online or rebook the event at an alternative date or to withdraw from the participation contract. Customers must confirm their choice in writing. No cancellation fees are charged for a one-off

postponement or withdrawal in this special case. Registration for the online course or postponement is equivalent to a new registration according to A.2.

## B: Organization of in-house courses (that means internal courses, seminars, trainings and measures like training courses or events):

### B.1: Definition:

In-house training will be organized specifically for individual companies/organizations in the form of classroom-training, online or hybrid courses. Therefore the contents and the focus of the courses will be coordinated with the company. It shall also be possible to send employees of other companies to an in-house course. Usually, the courses take place at the company headquarters. TÜV AUSTRIA AKADEMIE GMBH may organize a suitable teaching room by agreement.

### B.2: Acceptance of the offer:

The contract will come into effect with the acceptance of the proposal. TÜV AUSTRIA AKADEMIE GMBH may require an advance payment of up to 50% of the course fees for the contractually agreed training service (course, training course, seminar). TÜV AUSTRIA AKADEMIE GMBH will be entitled to withdraw from the contract once the participation contract has been concluded should it become concerned about the customer's creditworthiness and customers do not immediately declare that they are willing to make an advance payment.

### B.3: Costs:

The costs include services as listed in the offer. The amount stated is valid for the maximum number of participants as stated. In case that there are no additional costs for additional participants are stated, each additional participant increases this amount proportionally. There is no claim of any price reduction for participants who fail to appear.

Additional costs like costs for certification exams, confirmations or certificates, that are not included in the service, will be billed separately.

TÜV AUSTRIA AKADEMIE GMBH will not be able to guarantee that the course documents and materials (e.g. instructor folder) for the course will be dispatched on time should the information required for organizing the course and requested by TÜV AUSTRIA AKADEMIE GMBH, such as participant details, is not provided to TÜV AUSTRIA AKADEMIE GMBH by the specified time.

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## **B.3.1: Payment terms:**

The stated course fees are valid in EURO excluding VAT and have to be transferred within 2 weeks after receipt of invoice. The same also applies to instalments. If payment by instalments is agreed, every partial payment has to be transferred within 2 weeks.

TÜV AUSTRIA AKADEMIE GMBH reserves the right to demand immediate payment of the entire outstanding debt should payment by instalments have been agreed and in the event that instalments or additional demands have not been settled on time (failure to meet the payment target).

## **B.4: Rescission/follow-up dates and cancellation fees:**

Rescission from the registration has to be done in a written form.

The current legal situation does not provide for any basic right to unilaterally withdraw from or amend the participation contract. TÜV AUSTRIA AKADEMIE GMBH, however, does grant all customers the opportunity to make cancellations under the following conditions:

The cancellation fees are 30% of the order amount if the rescission is between 24 and 13 working days before the beginning of the course, 50% of the order amount if the rescission is between 12 and 8 working days before the beginning and 90% of the order amount if the rescission is later than the seventh day before the beginning.

Working days are understood to mean Monday to Friday. In the event of rebooking by the customer, a handling fee in the amount of 10% of the seminar/flat-rate price will be charged.

## **B.5: Right of withdrawal/postponement by TÜV AUSTRIA AKADEMIE GMBH:**

In case of cancellation of an event, in particular due to illness of the instructor or any other unforeseen event, there is no entitlement to execution of the event in question. Compensation for expenses and other claims cannot be derived from this. The same applies to postponements and changes in schedules that are short-dated necessary.

In case of cancellation of an event, course fees or instalments of course fees already paid will be reimbursed without deduction. Other claims are excluded. Repayment is made by transfer to an account given by the customer in writing.

The TÜV AUSTRIA AKADEMIE GMBH reserves the right to exclude participants in the case of scientific misconduct, violation of the house rules or safety regulations, violation

of laws or morality from further participation in classes or exams. Paid attendance / exam fees will be refunded pro rata. Other claims are excluded.

## **B.6: Copyright:**

The training materials and content of TÜV AUSTRIA AKADEMIE GMBH's seminars, in particular transcripts and sets of slides, are protected by copyright. The content and information are intended solely for the personal use of customers for training purposes.

Any other use, in particular storing, duplicating, translating, processing or any form of commercial use and disclosure to other people – including in parts or in revised form – without the consent of TÜV AUSTRIA AKADEMIE GMBH is prohibited.

## **B.7: Confirmation of participation:**

The claim to receive a certification of participation arises after the course has been visited in the required percentage (of regularly 80% or 100% percent) and after the participation fees including further costs like examination and certification fees have been paid.

## **B.8: Amendments by the TÜV AUSTRIA AKADEMIE GMBH:**

TÜV AUSTRIA AKADEMIE GMBH reserves the right in the scope of in-house courses to depute a substitute in case the designated instructor is unable to attend.

## **C: Publishing of specialist publication:**

### **C.1: Prices of publishing products:**

If not otherwise specified, all prices are in EURO exclusive VAT plus costs relating to dispatch. Any export or import duties in connection with the dispatch shall be borne by the purchaser.

### **C.1.1: Payment terms:**

There is a payment deadline of 2 weeks for goods delivered on account. TÜV AUSTRIA AKADEMIE GMBH reserves the right to demand immediate payment of the entire outstanding debt should payment by instalments have been agreed and in the event that instalments or additional demands have not been settled on time (failure to meet the payment target).

### **C.2: Withdrawal in accordance with FAGG:**

Consumers may withdraw from distance selling contracts as defined in Article 1 (2) of the Austrian Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG) within

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14 days of the date of the conclusion of the contract; they will not be required to state the reasons for doing so. A clear written declaration (e.g. by post or email) to TÜV AUSTRIA AKADEMIE GMBH, TÜV AUSTRIA-Platz 1, 2345 Brunn am Gebirge or its email address at [akademie@tuv.at](mailto:akademie@tuv.at) will be sufficient for revoking such contracts on time. An example of the declaration of revocation may be found at the following [link](#). A return confirmation of the revocation will be made in writing.

It will be sufficient for fulfillment of the revocation time limit that the notice regarding the exercising of the right of revocation has been sent before the time limit for revocation has expired.

The purchasing price will only be reimbursed in full or in part in the event of consumers exercising their rights of withdrawal in accordance with the FAGG on a performance upon counter-performance basis in return for the goods received by the persons having placed the order. Therefore it is a precondition that the goods are in an unused and resalable condition. The dispatching costs are borne by the customer. TÜV AUSTRIA AKADEMIE GMBH will charge an appropriate fee for the loss of value in articles that have been impaired by signs of use or where the packaging has been damaged. The same applies if accessories (like manuals, drivers, CDs, Software, etc) are missing at restitution. There is no right of return for audio or video recordings (like CDs, DVDs, ...) or software unsealed by the purchaser. The right of withdrawal further does not exist where services that have been transmitted online (e.g. software for download) are concerned if TÜV AUSTRIA AKADEMIE GMBH – with the consumers' express consent, in conjunction with their awareness of the loss of the right of withdrawal in the event of premature commencement of the fulfillment of the contract and after the appropriate information has been provided – has begun delivery before the expiry of the time limit for withdrawal.

### C.3: Retention of title:

The goods remain property of the TÜV AUSTRIA AKADEMIE GMBH until completed payment. Prior to complete payment of the goods, the purchaser has no right to pledge the goods, to transfer ownership as security or to grant any other right concerning the goods to third parties.

### C.4: Web subscription:

That means an internet-based application with temporally limited access. TÜV AUSTRIA AKADEMIE GMBH provides its online services in the form of a Software-as-a-Service solution (SaaS). The provision of access to these services is covered by the contract.

#### C.4.1: Right of use:

TÜV AUSTRIA AKADEMIE GMBH grants non-exclusive, non-transferable access for the duration of the subscription to the online service specified in the subscription; this access will be restricted by the following provisions. This access authorization will end when the subscription ends.

A contract period of 6 months will be deemed to have been agreed if no other duration has been expressly agreed.

Only persons who are listed as users in the written agreements (= order form, notification concerning user changes) and who the TÜV AUSTRIA AKADEMIE GMBH has assigned a password have the access and the right to use the online-services of TÜV AUSTRIA AKADEMIE GMBH.

Customers will be responsible for the security and confidentiality of the access data to their personalized online areas. TÜV AUSTRIA AKADEMIE GMBH recommends that a secure password be used.

TÜV AUSTRIA AKADEMIE GMBH reserves the right to change the online service's range of functions during the ongoing contractual relationship.

Customers may use TÜV AUSTRIA AKADEMIE GMBH's online services and data and information obtained from these services only for their own purposes and within the scope of the customers' ordinary business activities.

The access to the TÜV AUSTRIA AKADEMIE GMBH online-services and its usage shall only be done by manually, individually and independently executed search and download activities. Data and information from the TÜV AUSTRIA online-services shall only

- be shown in electronic form to the particular user, but not systematically to a great number of other users or third parties, for example by copying of data or information into the customer-related intranet, into internet discussion forums or similar.

- be printed or downloaded by using print or download commands, which are provided at the access surface itself, in a single copy for private purpose and for the purpose of normal business use.

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Any downloading, saving, reproducing, transferring, showing, copying, distributing or using of data and information of the online-service that is not explicitly stated in this point, is prohibited. Especially each access and each usage of the TÜV AUSTRIA AKADEMIE GMBH online-services by independently working search or download mechanisms like computer programs that systematically download essential party of data and information, is prohibited. The data and information must not be entered in databases that are open to third parties. Neither the data and information nor parts of it are allowed to be sold, sublicensed or transferred to third parties in other ways, even not copies or reproductions.

### C.5 Terms of use for e-books and downloads

#### C.5.1 Licenses for digital content

Licenses for digital content (e-books) are available to acquire against payment. E-books are made available as SCORM packages to customers through the "Moodle" learning platform. Customers will be provided with access to the "Moodle" learning program. This requires that customers are able to connect to the Internet. Access will be activated for customers 14 days after the contract has been concluded. Customers will be entitled to withdraw from the contract within the 14-day period set out in point C.2 (Withdrawal in accordance with FAGG) of these Terms and Conditions.

It is not possible to download the e-books. Any costs incurred for connecting to the Internet must be paid separately by customers to their Internet service providers.

#### C.5.2 Copyrights to digital content

C.5.2.1 The digital content is protected by copyright. TÜV AUSTRIA AKADEMIE GMBH does not provide customers with ownership of the content. Customers are granted the simple non-transferable right to use the provided digital content for exclusively personal use in accordance with copyright law in the respective manner offered in each case.

C.5.2.2 In regard to digital content, customers are not permitted to:

- download and/or copy it,
- make it publicly available or forward it to the public,
- modify or edit the content,
- copy, print or resell it for third parties,
- upload it to the Internet or other networks, whether for payment or free of charge, or

- use it for commercial purposes.

C.5.2.3 TÜV AUSTRIA AKADEMIE GMBH is entitled to change, interrupt or discontinue access to the "Moodle" learning program and/or individual e-books at any time, either on a temporary or permanent basis.

TÜV AUSTRIA AKADEMIE GMBH is further entitled to delete individual or all e-books from the respective customer account for good cause, particularly in the event of disputes about the content of individual or all e-books causing possible legal infringements.

### D: Room rental:

#### D.1: Definition:

TÜV AUSTRIA AKADEMIE GMBH rents its conference, meeting and function rooms, laboratories and workshops at all its locations to clients for the purpose of holding events. The event is an event organized by the customer who is a businessperson within the meaning of KSchG. All costs for the event will be borne by the customer.

#### D.2: Event contract:

The event contract only materialises with the written confirmation by the client. The contents of this confirmation of order are binding. Verbal agreements or agreements made by telephone are only binding if they are confirmed by TÜV AUSTRIA AKADEMIE GMBH. If, following the acceptance of an order, TÜV AUSTRIA AKADEMIE GMBH should doubt the creditworthiness of the client, it is entitled to withdraw from the contract unless the client agrees to immediately make an advance payment.

#### D.3: Options:

Agreed option dates will be binding for both parties to the contract. Following expiry of the deadline for options, TÜV AUSTRIA AKADEMIE GMBH is entitled to rent the rooms to a different client.

#### D.4: Guarantee of the participants/cancellation conditions:

The current legal situation does not provide for any basic right to unilaterally withdraw from or amend the event contract. TÜV AUSTRIA AKADEMIE GMBH, however, does grant all customers the opportunity to make cancellations under the following conditions:

If the client cancels rooms already booked, the written cancellation is free of charge up to 15 working days before the date of the event.

- In the event of a cancellation within 14 working days

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before the date of the event, 30 % of the contractually agreed services will be charged for.

- In the event of a cancellation within 10 working days before the date of the event, 60 % of the contractually agreed services will be charged for.

- In the event of a cancellation within 7 working days before the date of the event, 80 % of the contractually agreed services will be charged for.

- In the event of a cancellation within 3 working days before the date of the event, 100 % of the contractually agreed services will be charged for.

For events where food and/or drinks are provided, 20 % of the contractually agreed number of participants can be reduced free of charge by 7 working days before the start of the event at the latest. This information applies as guaranteed content of the contract and forms the basis of the minimum final account by TÜV AUSTRIA AKADEMIE GMBH. If more than 20 % of the participants cancel, the aforementioned cancellation conditions apply for the additional cancellations. In such a case, TÜV AUSTRIA AKADEMIE GMBH reserves the right to exchange the reserved rooms for other rooms.

#### **D.5: Food and drink brought along by the client:**

No food and drink to be consumed on the premises may be brought along without the written consent of TÜV AUSTRIA AKADEMIE GMBH. TÜV AUSTRIA AKADEMIE GMBH reserves the right to charge an appropriate fee for food and drink brought to the premises by the client.

#### **D.6: Function rooms:**

Reserved rooms are only at the disposal of the client during the time period agreed in writing. Any use of the rooms over and above this agreed time period requires the consent of TÜV AUSTRIA AKADEMIE GMBH, and is only granted for an additional fee. If, on the day of the event, the client desires a change to the seating arrangement agreed in writing, this service will be charged for according to expenditure of time. TÜV AUSTRIA AKADEMIE GMBH reserves the right to change rooms provided the client can be reasonably expected to accept this change, taking into consideration the interests of TÜV AUSTRIA AKADEMIE GMBH.

#### **D.7: Objects, transport packaging materials, decorations brought along by the client:**

Any exhibits and other objects are to be removed at the end of the event. If the client does not comply with this

rule, TÜV AUSTRIA AKADEMIE GMBH is entitled to remove such objects, store them at cost or, if necessary, return them at cost. Any transport packaging materials and all other packaging materials brought along by the client are to be disposed of by the client at their own expense. If such materials are left behind following the event, TÜV AUSTRIA AKADEMIE GMBH is entitled to have them disposed of at cost. In order to avoid damage to the walls, any application of decorations or other objects must be agreed with TÜV AUSTRIA AKADEMIE GMBH in advance. The client guarantees that decorations in particular comply with fire safety regulations. If additional cleaning of the rooms used by the client is required besides the normal final cleaning, the client is obliged to pay the associated costs.

#### **D.8: Liability:**

The client is personally liable for the correct and safe storage of objects and exhibits of any nature brought along by them. TÜV AUSTRIA AKADEMIE GMBH does not provide insurance cover for objects brought along by the client. The client is liable for loss and damage caused by themselves, their employees, other assistants and participants to the event.

#### **D.9: External electrical equipment and systems:**

If the client provides their own electrical systems or equipment, consent for such must be obtained from TÜV AUSTRIA AKADEMIE GMBH before connecting such to the power supply. The electricity consumed will be charged according to the valid provision and work rates as charged to TÜV AUSTRIA AKADEMIE GMBH.

#### **D.10: Official approvals:**

It is the client's responsibility to ensure at their expense that any necessary approvals and permits for the event are available in good time. If they hold a music event, the client is responsible for registering with the AKM.

#### **D.11: Prices and terms of payment:**

Unless otherwise agreed, all prices are expressed in euros and are subject to VAT. The invoice is issued on the day following the event and is payable within 2 weeks without discount.

#### **D.12: Use of the company name TÜV AUSTRIA AKADEMIE GMBH:**

Any newspaper advertisements and publications regarding events of any kind being held in premises of TÜV

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AUSTRIA AKADEMIE GMBH require the prior consent of TÜV AUSTRIA AKADEMIE GMBH. If a newspaper advertisement is placed or an announcement published without obtaining prior consent, TÜV AUSTRIA AKADEMIE GMBH is entitled to cancel the event.

### **D.13: Cancellation by TÜV AUSTRIA AKADEMIE GMBH:**

TÜV AUSTRIA AKADEMIE GMBH is entitled to immediately terminate the contractual relationship for just cause by sending a one-sided written explanation to the client. Just cause applies, for instance, if:

- after a reprimand, the customer continues to violate essential provisions of the General Terms and Conditions;
- the event endangers the smooth conduct of business;
- the reputation and the safety of the company are endangered;

### **E: E-learning:**

#### **E.1: Definition:**

TÜV AUSTRIA AKADEMIE GMBH's learning platform, which may be accessed via the following web address: <https://www.tuv-elearning.at>, offers courses using "e-learning" and "blended learning" methods as well as "communities". TÜV AUSTRIA AKADEMIE GMBH provides its online services in the form of a Software-as-a-Service solution (SaaS). The provision of access to these services is covered by the contract.

A contract period of 6 months will be deemed to have been agreed if no other duration has been expressly agreed.

#### **E-learning courses:**

E-learning courses are online courses with electronically processed content – with or without guidance by an online trainer. The community tools on the learning platform (chat, instant messaging, internal email, forum, file storage) are provided to the clients for communication purposes among the learning group and for course-specific data exchange during the time of the training course as needed.

#### **Blended learning courses:**

Blended learning courses combine classroom training and online learning with electronically processed content and guidance provided by trainers via the learning platform. The community tools on the learning platform (chat, instant messaging, internal email, forum, file storage) are provided to the participants for communication purposes among the

learning group and for course-specific data exchange during the time of the training course as needed.

#### **Community:**

The learning platform is also used for seminars requiring attendance, for training courses and instruction sessions as a communication hub (community) between tutors and clients. TÜV AUSTRIA AKADEMIE GMBH provides access to the learning platform free of charge for each client of its seminars as necessary for mutual exchange of information (email, forum, chat, etc.), to make the training course run more smoothly and to complement the existing education offers.

#### **E.2: Withdrawal in accordance with FAGG:**

Consumers may withdraw from distance selling contracts as defined in Article 1 (2) of the Austrian Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG) within 14 days of the date of the conclusion of the contract; they will not be required to state the reasons for doing so. A clear written declaration (e.g. by post or email) to TÜV AUSTRIA AKADEMIE GMBH, TÜV AUSTRIA-Platz 1, 2345 Brunn am Gebirge or its email address at [akademie@tuv.at](mailto:akademie@tuv.at) will be sufficient for revoking such contracts on time. An example of the declaration of revocation may be found at the following [link](#). A return confirmation of the revocation will be made in writing.

It will be sufficient for fulfillment of the revocation time limit that the notice regarding the exercising of the right of revocation has been sent before the time limit for revocation has expired.

The right of withdrawal will be excluded if TÜV AUSTRIA AKADEMIE GMBH – with the consumers' express consent, in conjunction with their awareness of the loss of the right of withdrawal in the event of premature commencement of the fulfillment of the contract and after appropriate information has been provided – has begun delivery before the expiry of the time limit for withdrawal.

#### **Consequences of cancellation:**

If the contract is cancelled in due time, all payments already made will be refunded immediately and at the latest within 14 days of receiving the notice of cancellation. The same payment method will be used for the refund as in the original transaction, unless a different form of payment has been expressly agreed; no extra fees will be charged.

#### **E.3: Contract conclusion:**

# General terms and conditions



## TÜV AUSTRIA AKADEMIE GMBH

Users must accept TÜV AUSTRIA AKADEMIE GMBH's General Terms and Conditions when placing their orders for the service. Users will receive the data to access the learning platform within 2 working days should TÜV AUSTRIA AKADEMIE GMBH accept the orders.

It is not permitted to pass this access data on to third parties. Customers will be responsible for the security and confidentiality of the access data to their personalized online areas. TÜV AUSTRIA AKADEMIE GMBH recommends that a secure password be used.

#### **E.4: Terms of payment:**

The listed costs of use are stated in euros excluding VAT and must be remitted within 2 weeks of the receipt of the invoice. This provision also applies to payment by instalments. In the event of payments in several instalments having been agreed, the respective remittance must also be made within a period of 2 weeks.

TÜV AUSTRIA AKADEMIE GMBH reserves the right to demand immediate payment of the entire outstanding debt should payment by instalments have been agreed and in the event that instalments or additional demands have not been settled on time (failure to meet the payment target).

#### **E.5: Copyright and downloads:**

The user agrees to comply with all applicable legal provisions, in particular with the stipulations of competition law and the protection of intellectual property, when using the learning platform.

Any other use, in particular storing, duplicating, translating, processing or any form of commercial use and disclosure to other people – including in parts or in revised form – without the consent of TÜV AUSTRIA AKADEMIE GMBH is prohibited.

The use of any software made available for download by TÜV AUSTRIA AKADEMIE GMBH is subject to the applicable license conditions of the authorised provider or the respective manufacturer (license agreement). These conditions are electronically transmitted together with the software in question. The software cannot be installed unless the user first accepts the terms of the license agreement.

The E-learning content, software and all other electronic course materials made available on the learning platform are – unless expressly stated otherwise – intended exclusively for the learning-platform users' own use and application, and may only be used within this framework. Any other uses are prohibited and will be prosecuted under civil and/or criminal law.

TÜV AUSTRIA AKADEMIE GMBH provides users with the option to upload and publish content. The users themselves are responsible for the content. TÜV AUSTRIA AKADEMIE GMBH will, where this content is concerned, assume the role of a purely technical distributor/host who is not able to influence the users' distributed content and does not supervise it. It will only be possible to hold TÜV AUSTRIA AKADEMIE GMBH responsible in accordance with Article 16 (1) of the Austrian E-Commerce Act (E-Commerce-Gesetz – ECG) if it is aware of illegal content and it does not remove/block it immediately after it had become aware of it. Please report any content that in the opinion of the user violates rights or laws to [akademie@tuv.at](mailto:akademie@tuv.at).

Users expressly promise TÜV AUSTRIA AKADEMIE GMBH not to post any content the provision, publication or use of which violates applicable law or infringes the rights of third parties (in particular copyrights of the photographer and personality rights of persons depicted) and declare that they are entitled to the rights of use for not merely temporary reproduction, distribution and retrievability.

It is expressly forbidden to post racist, pornographic, inhuman, insulting and immoral content.

TÜV AUSTRIA AKADEMIE GMBH will be entitled to disclose the stored user contact data should a third party claim that its rights have been infringed by the content.

#### **E.6: Liability:**

Mistakes, changes as well as typographical and printing errors are excepted. TÜV AUSTRIA AKADEMIE GMBH assumes no liability for the topicality, accuracy and completeness of the information provided on its learning platform. Liability claims against TÜV AUSTRIA AKADEMIE GMBH of a material or immaterial nature caused by the use or non-use of any information provided and/or the use of incorrect or incomplete information are excluded, except in the case of gross negligence or wilful damage on the part of TÜV AUSTRIA AKADEMIE GMBH, or if they relate to personal injury.

TÜV AUSTRIA AKADEMIE GMBH operates the learning platform to the latest technical standards and seeks to keep the content of its website free of viruses. However, due to various technical parameters TÜV AUSTRIA AKADEMIE GMBH assumes no guarantee or liability for the absence of viruses on the learning platform. Before downloading information, software and files, each user must ensure appropriate security precautions and use adequate virus scanners or other technical security precautions for their own security but also to prevent the introduction of viruses to the learning platform.

### E.7: References and links:

TÜV AUSTRIA AKADEMIE GMBH assumes no liability for the quality, accuracy, topicality and/or completeness in particular of the information provided by third parties, which are expressly identified as such, in the scope of the learning platform.

For direct or indirect references to external websites, which lie outside the responsibility of TÜV AUSTRIA AKADEMIE GMBH, liability only applies in cases where TÜV AUSTRIA AKADEMIE GMBH is aware of the content and where it would be technically possible and reasonable for it to prevent the use of illegal content. TÜV AUSTRIA AKADEMIE GMBH hereby expressly declares that, at the time of linking, no illegal content was detected on the linked sites. TÜV AUSTRIA AKADEMIE GMBH has no influence over the current and future design, content or authorship of the linked sites. It therefore expressly distances itself from all content on all linked sites to which changes were made after the link was created. This statement applies to all links and references in the scope of TÜV AUSTRIA AKADEMIE GMBH's website as well as to postings by third parties in guestbooks, discussion forums, link directories, mailing lists and any other types of databases which permit write access. The providers of the sites referred to shall be solely liable for illegal, incorrect or incomplete content, and especially for damages incurred as a result of the use or non-use of information presented thereon; liability does not extend to the party that only referred to the respective publications via links.

### E.8: Continuous operation:

TÜV AUSTRIA AKADEMIE GMBH expressly reserves the right to alter, add to or delete parts of the web pages or the entire website without notice, and to temporarily or permanently suspend the publication.

TÜV AUSTRIA AKADEMIE GMBH operates the learning platform using the technical, commercial, operational and administrative options at its disposal and therefore assumes no guarantee for the availability, reliability or uninterrupted operation and ready access to the learning platform and its content, in particular with regard to the technical properties of the Internet. TÜV AUSTRIA AKADEMIE GMBH will make every effort to eliminate any failure without delay.

Any embedding of individual pages of this learning platform into external frames is prohibited. Any modification or falsification of informational content in the scope of the learning platform is prohibited.

### F: Engineering certification:

#### F.1: Withdrawal/Changes in bookings and cancellation fees:

The certification fee will become due upon receipt of the application and must be remitted on receipt of the invoice. The part of the certification fee attributable to the functional compensation in accordance with the costs ordinance set out in the Austrian Engineers Act (Ingenieurgesetz – IngG) will be refunded to the applicant if no technical discussion takes place. The amount to be repaid, however, will be forfeited if the applicant does not attend the date of the technical discussion and they have not informed the certification body accordingly in writing at least 7 working days (Monday to Friday) before the fixed date, except in cases where applicants are unable to attend technical discussions through no fault of their own. The certification fee will be increased by that part of the certification fee that is attributable to the functional compensation in accordance with the cost ordinance set out in IngG, plus a contribution to administrative costs in the event of the technical discussion being repeated.

### G: Terms in common:

#### G.1: Delay:

In case of delay in payment, the TÜV AUSTRIA AKADEMIE GMBH shall be entitled to charge interest of 8% per year above the base interest rate of the Austrian national bank plus overdue fines of EUR 15,00 for each reminder sent.

TÜV AUSTRIA AKADEMIE GMBH will, in the event of late payment by customers, be able to demand immediate payment for all performances and partial performances rendered as well as for performances and partial performances that have been rendered within the scope of other contracts concluded with those customers. Also, TÜV AUSTRIA AKADEMIE GMBH will not be obliged to render further performances until the outstanding amount has been paid.

Furthermore, the client is obliged to reimburse the TÜV AUSTRIA AKADEMIE GMBH all costs and expenses incurred by his/her delay in payment as well as all costs that occur in the prosecution. That includes, apart from the legal obligation to pay compensation, all extrajudicial costs, dunning fees, costs for a debt collection company (in accordance with § 4 Abs 2 of the directive BGBl 141/96 concerning the valorised remuneration for debt collection

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services) plus lawyers' fees where appropriate and necessary.

## **G.2: Warranty, damages:**

The warranty covers legally provided standards. Any defects shall be announced at delivery or at appearance, if possible.

TÜV AUSTRIA AKADEMIE GMBH and its authorized agents, employees, contractors and other vicarious agents ('people') will not be liable for property damage or financial losses caused by minor negligence. TÜV AUSTRIA AKADEMIE GMBH's liability in the event of simple gross negligence will be limited to € 7,500,000.00 for property damage and € 3,000,000.00 for purely financial losses. This exclusion will not apply to property damage or financial losses that TÜV AUSTRIA AKADEMIE GMBH has caused intentionally or through gross negligence. The exclusion and limitation of liability do not apply to personal injury and damage to property that TÜV AUSTRIA AKADEMIE GMBH has accepted for processing. TÜV AUSTRIA AKADEMIE GMBH's liability exclusions and limitations will also apply to the personal liability of its 'people'.

If a contractor demands damage compensation against the TÜV AUSTRIA AKADEMIE GMBH, he has the burden of proof the causation, unlawfulness and guiltiness. The transfer of any warranty and damage claims to third parties is inadmissible.

TÜV AUSTRIA AKADEMIE GMBH provides customers with content (e.g. texts, photos, videos, graphics, tutorials, training documents, articles, templates, etc.) on a wide variety of subjects within the framework of the Academy. This content is provided to TÜV AUSTRIA AKADEMIE GMBH by a wide range of authors. It will not be possible for TÜV AUSTRIA AKADEMIE GMBH to assume any liability and/or guarantee for the correctness, accuracy, topicality and completeness of the learning content due to the wealth of the content of the courses and books and the possible frequent (especially technical and legal) changes. TÜV AUSTRIA AKADEMIE GMBH advises customers to check the correctness and completeness of the information provided themselves.

## **G.3: Prohibition of compensation:**

It will not be possible to offset any counter-claims against claims for the payment of the participation fee and other costs by TÜV AUSTRIA AKADEMIE GMBH, as long as it does not concern a consumer transaction.

## **G.4: Copyright:**

All data, graphics and other works by TÜV AUSTRIA AKADEMIE GMBH that are protected by copyright ('content') are subject to copyright protection and may only be used for the personal information of customers. The content in its entirety and parts is the property of TÜV AUSTRIA AKADEMIE GMBH and is protected by copyright. All rights to the content (or parts thereof) will remain exclusively with TÜV AUSTRIA AKADEMIE GMBH. Any further editing, reproduction, distribution or public showing goes beyond the normal use and violates copyright law.

All brand names and trademarks mentioned within the internet presentation and possibly protected by third parties are without restriction subject to the provisions of the respectively applicable trademark laws and the respective registered owners' ownership rights.

## **G.5: Severability clause:**

The invalidity of one single stipulation does not result in the invalidity of the other stipulations. In case of the invalidity of a clause, the contracting parties agree that this clause will be replaced by another valid one that comes closest to its meaning. The general terms and conditions shall only apply to customers (within the meaning of KSchG) in so far as indispensable legal rules do not prevent this.

## **G.6: Written form:**

Contractual amendments and supplements must be made in writing. This requirement will also apply to any departure from the written form requirement. Declarations by email are equivalent to the written form; this also applies to clicking a corresponding button on the web services.

## **G.7: Data protection:**

TÜV AUSTRIA AKADEMIE GMBH will observe the regulations of the Austrian Data Protection Act (Datenschutzgesetz – DSG), the General Data Protection Regulation (GDPR) and the Austrian Telecommunications Act (Telekommunikationsgesetz – TKG) in its handling of personal data and will take the technical and organizational measures required to protect data held within the scope of TÜV AUSTRIA AKADEMIE GMBH's responsibility. TÜV AUSTRIA AKADEMIE GMBH undertakes in particular to ensure that its employees will comply with the provisions of Article 6 DSG. The privacy policy in accordance with Articles 13 and 14 GDPR may be viewed on the website (<https://www.tuv-akademie.at/en/navigation-footer/datenschutzerklaerung/>).

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Customer or participant information or data will only be passed on in the event of a statutory, official or judicially ordered disclosure to third parties.

### **G.8: Applicable law, place of jurisdiction:**

Austrian law applies to this agreement and the entire legal relationship between the parties to the contract, with the exception of its reference provisions. The UN Convention on Contracts for the International Sale of Goods shall be excluded by mutual agreement. It is being agreed for all legal disputes that the court in Vienna with jurisdiction for the subject matter will have exclusive jurisdiction whereas TÜV AUSTRIA AKADEMIE GMBH will also be entitled to bring actions at other courts with responsibility for the contractual partner's statutory place of jurisdiction. This agreement about jurisdiction will not apply to consumer transactions.