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SoundPLAN GmbH

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General Terms and Conditions for Booking  
Seminars, Courses, Trainings and other Events

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## **Preamble**

The personal formulations used in these General Terms and Conditions are to be understood as gender-neutral and include the female form in each case.

### **1. Scope of application**

The following General Terms and Conditions define the contractual relationship between the participant (hereinafter "Participant") in seminars, courses, conferences, (online) training courses and other (online) events (hereinafter "Event") and SoundPLAN GmbH, Etwiesenberg 15, 71522 Backnang (hereinafter "SoundPLAN"). Deviating or supplementary provisions in general terms and conditions of the participant are inapplicable

### **2. Registration / Confirmation of registration**

The participant can register via internet, letter, telephone or e-mail. Since the number of participants for our events is limited, registrations are considered in the order of their receipt. The receipt of the registration will be confirmed by e-mail. However, this confirmation e-mail does not yet lead to the completion of the seminar contract and to a binding registration. Only when SoundPLAN has checked the registration and confirmed by e-mail that the participant's registration is binding, the seminar contract between the participant and SoundPLAN is established. The seminar contract is subject to the resolutive condition that the minimum number of 2 participants is reached.

The participant will be informed accordingly no later than 5 working days before the event date. The participant should book his travel and accommodation for training courses in our office only after receiving this confirmation.

### **3. Event location**

#### **a. Face-to-face events**

For standard events, which can be viewed in our event catalog or in the event overview on the SoundPLAN homepage, the venue in our office is the following:

Etwiesenberg 15, 71522 Backnang, Germany

For individual events, the location of the event results from the offer sent by SoundPLAN.

#### **b. Online events**

For the online event, the participant himself/herself must provide a workstation with technical minimum standards (e.g. stable Internet connection) and access to the corresponding software if needed. Participation in the online event is only possible by giving the full name. The access link to the online event will be sent by SoundPLAN to the participants by e-mail at least two working days before the start of the event.

### **4. Payment terms**

The amount of the participation fees results from the respective event program, which is included in the event catalog or in the event overview on the SoundPLAN homepage or the offer sent by SoundPLAN.

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Unless otherwise agreed, the event price includes the provision of materials (practice examples / seminar documents) and the preparation of a certificate of participation. In case of face-to-face events in our office, we also provide catering (drinks and food).

The participation fee is due upon delivery of the invoice. Information on SoundPLAN's bank details and payment terms can be found on the invoice.

#### **5. Cancellation by the Participant**

Free cancellation of participation in an event by the participant is possible in written form up to three weeks before the respective start of the event. In the event of cancellation up to one week before the start of the event, half of the participation fee will be due, thereafter the full participation fee will be due, unless a replacement participant from the same company is provided.

#### **6. Cancellation of events by SoundPLAN**

If it is not possible to conduct the event due to an unforeseen force majeure, other organizational or economic reasons (e.g. due to illness of the referent without a substitute referent being available or if the number of participants is too low), SoundPLAN is entitled to cancel the event. The participants will be informed immediately. In this case, the event fee will be refunded or, if desired, credited to an alternative date. Any further claims, in particular the reimbursement of travel and accommodation costs and loss of working hours, are excluded. Any liability according to clause 8 remains unaffected.

#### **7. Intellectual property rights**

Event documents include copyrighted texts and data, checklists, schedules and other materials. The event documents are therefore exclusively intended for personal use. Any reproduction, reprint or translation and transfer to third parties without the explicit permission of SoundPLAN, even of parts of the documents, are not permitted and constitute a copyright infringement that will be prosecuted under civil law. It is also prohibited to make your own recordings of an event by audio, video or screenshots.

#### **8. Liability**

SoundPLAN is liable to the customer for all contractual, semi-contractual and legal, including tortious claims for damages and reimbursement of expenses as follows:

SoundPLAN is unrestrictedly liable for any legal reason

- in the event of intent or serious negligence,
- in case of intentional or negligent injury to life, body or health,
- on the basis of a guarantee commitment, insofar as nothing else is regulated in this respect,
- on the basis of mandatory liability such as under the Product Liability Act.

If SoundPLAN negligently breaches an essential contractual obligation, liability is limited to the foreseeable damage which is typical for the contract, unless liability is unlimited in accordance with the above provisions. Essential contractual obligations are obligations which the contract imposes on SoundPLAN according to its content in order to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on the regular compliance with which the customer may rely.

In all other respects, any liability on the part of SoundPLAN is excluded.

The above liability regulations also apply with regard to the liability for vicarious agents and legal representatives of SoundPLAN.

**9. Final provisions**

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Insofar as the participant concludes the seminar contract as an entrepreneur, the parties agree that Stuttgart shall be the exclusive place of jurisdiction.

Should any of the provisions contained in these terms and conditions be or become invalid or should a loophole be found, this shall not affect the validity of the remaining provisions.

Amendments and supplements to the contract must be made in writing. This also applies to this written form clause.