

GENERAL TERMS AND CONDITIONS TRAININGS (GTCS)

1 Scope of application

The General Terms and Conditions (GTCS) below form an integral part of the Agreement between JOMOS Brandschutz AG (we / us) and the training participant (you / you).

The General Terms and Conditions shall apply exclusively. Your General Terms and Conditions which are in conflict with or deviate from them shall be applicable only if they have been confirmed by us in writing.

2 Registration

Registration shall be done via the online registration form on our website or by way of transmission of the complete contact data by electronic mail or by letter. Registrations shall become binding once we confirm them in writing (contract). Registrations will be taken into consideration in the order of their receipt. In the interest of intensive training, the number of participants shall be limited. In the event that a training course is full, you will receive a message to this effect instead of the confirmation of registration.

Our offers in quotes, brochures, catalogues, price lists and other documents - including in electronic form - shall not be binding until they have been confirmed in writing.

3 Holding of courses

We retain the right to refrain from holding training courses if a minimum number of participants is not reached or in exceptional cases also for other reasons.

If a training course cannot be held due to an insufficient number of participants or for other reasons, you will be informed in time prior to the start of the training course. In such a case, no training fees will be owed. Any additional claims for damage shall be expressly excluded.

We retain the right to terminate a training course or to prevent individual participants from continuing to take part in the course, if the participants do not comply with the instructions given by the trainers. In such a case, any reimbursement of the training fees or additional claims for damages shall be excluded.

4 Programme

The beginning, duration, location, language and training hours of the training course shall be indicated in the confirmation of registration.

We retain the right to change the programme, the lecturers, the training location or the course setting (from in-person courses to online courses) at short notice. In such a case, you will be

informed immediately. In this regard, any reimbursement or reduction of the training fees, or any additional claims for damages shall be expressly excluded.

5 Training fees and terms of payment

The training fees shall include the training lessons, the cost of infrastructure, the training documents, a certificate of attendance and, if the course is held on site, a meal at our company restaurant Giardino. Accommodation cost and travel expenses shall be at your expenses. Except as otherwise agreed in writing, our prices shall be understood to be net prices plus value added tax (VAT).

The training fees shall be invoiced to you upon confirmation of registration. They must be paid within ten (10) days, but no later than as at value date two (2) days prior to the start of the training, failing which the participation or holding of the course is not guaranteed.

Subject to item 0 below, payment shall also be mandatory if the training course has not been attended or only part of it has been attended or participation was terminated.

Payment shall be made in Swiss francs. After expiration of the payment deadline, you owe us default interest in the amount of 5% per year without a reminder.

If we have to send a reminder in respect of an invoice amount due, we shall be authorised to charge a reminder fee of CHF 30.00 per reminder.

No offsetting of your claims against us shall be permissible.

6 Training documents

We are the owners of the documents put at your disposal as part of the training course. The transmission or publication of training documents shall require our consent.

7 Cancellation fees

De-registrations shall be made in writing. De-registrations up until ten (10) working days prior to the start of the training course (relevant date: receipt of the letter/mail by us) shall be free of charge. If de-registration occurs less than ten (10) working days prior to the start of the training course, 50% of the training fees will be owed. If de-registration occurs less than three (3) working days prior to the start of the training course or if you show up late for the training course or are a no show, the full amount of the training fees will be owed.

8 Liability and insurance

We assume no liability for the fact that the information conveyed during the training courses is correct, accurate, up to date, reliable and complete, or for any damage which you may suffer in connection with the attendance of the training course, to the extent that this exclusion of liability is permissible under the law.

It shall be up to you to take out sufficient insurance coverage.

9 Data protection

You expressly agree that we will process the data collected within the framework of the business relationship, including any personal data, for the purposes of order processing, contract management, comprehensive support and advice, as well as for statistical analyses and for compliance with legal obligations. The data will be processed only for such a period of time as is needed to fulfil the intended purpose. If the intended purpose no longer applies, the data will be erased completely.

We shall be authorised to disclose your data to other companies of the JOMOS group and to order data processors in Switzerland who have been called in.

You agree that your name and your contact data will be disclosed to the other participants in the form of a list of all participants after the end of the training course.

We will process your data on the basis of Art. 4 and 6 of the Swiss Data Protection Act.

You shall have the right at any time to receive information on your processed personal data free of charge and, if need be, to correct them, to restrict or prohibit any further use of this personal data or to revoke the consent to any further data processing, to file an objection against any further processing and to have the personal data erased, unless there is a legal retention obligation or unless the personal data is absolutely required to fulfil the Agreement.

In the event that the contact or invoice data change while the contractual relationship is still ongoing, you shall be responsible for the fact that such data is updated with us in time.

For data processing purposes, you may contact us at: info@jomos.ch.

10 Confidentiality

You are obliged to maintain confidentiality in respect of any business secrets, information and confidential documents which you have received from us or from other participants within the framework of the training course, and use them for no purpose

other than for that of the fulfilment of the Agreement. You shall undertake to impose identical confidentiality obligations on your employees and on your vicarious agents. This confidentiality obligation shall survive the termination of the contractual relationship between you and us.

11 Modifications to the Agreement

Any modifications and additions to the Agreement (including the present provision) shall require the written form in order to be valid.

12 Notices

All notices given by you to us shall be directed in writing to our post address or email address, as agreed in the respective Agreement or later indicated.

The written form shall mean notices both by letter and by electronic mail.

13 Applicable law and place of jurisdiction

The present General Terms and Conditions as well as all other contracts between you and us which concern the training course shall be governed by Swiss law without any regard to the applicable conflict of laws provisions.

The place of jurisdiction for all disputes in connection with the training course shall be our place of business which currently is in Balsthal. However, we reserve the right to bring action in the court of your place of residence.