

Terms and Conditions

Siemens Healthineers Global Education & Development Center

General Terms and Conditions for the Training Services of the Siemens Healthineers Global Education & Development Center

Effective as of November 2023

1. General Provisions, Scope of Performance

All training services will be offered as either live training or as e-Learning. In addition to standard training, live training includes so-called individual training, that is, training conducted on the basis of individual agreements between the Siemens Healthineers AG, Siemens Healthineers Global Education & Development Center (EDC) and the client. E-Learning includes courses conducted as Web Based Training (WBT) or Virtual Classrooms (VCR). The training measures to be executed by EDC are provided as a service. EDC does neither warrant/guarantee nor otherwise commit any result/success with respect to increase of trainees' capabilities, knowledge or skills.

The EDC shall conduct the booked training pursuant to the description in the course program or in the online presentation or in accordance with the individually drafted offer. The EDC may engage third parties for the provision of trainings. The EDC reserves the right to make a change in content, relocate the site of training and reschedule training, as well as to make a change in the instructor. In particular, the EDC may further develop or update the content of the courses without prior announcement.

Unless otherwise agreed upon the scope of performance for live classes shall only include the conduction of the training at the agreed location and the provision of the materials required to conduct the training. If the relevant training is conducted within the facilities of the EDC, the scope of performance shall also include the use of rooms and the technical facilities at the EDC. Where the training is conducted outside of the facilities of the EDC, the training rooms, facilities and other resources necessary for the conduction of the training shall be provided upon the responsibility and at the expense of the client.

Provided nothing to the contrary has been agreed to, the scope of performance for e-Learning shall include:

- in the case of WBTs, the provision of the ordered training module via the online user interface of the EDC for unlimited use by the client,
- as of the initial call of the module,
- in the case of VCRs, the provision of the software required for the conduction of the VCR with the content described in the course program or in the online presentation for downloading via the online user interface of the EDC, as well as the conduction of the ordered training on the agreed date.

2. Registration, Creation of Contract

Registration shall be made via the online user interface of the EDC. The client shall receive a confirmation of order and invoice upon the receipt of the registration. The contract shall not come into effect until this confirmation of order has been received and shall be subject to the receipt of the full invoiced amount at the EDC within 10 days of the receipt of the order confirmation.

Following the receipt of payment, the trainees of classroom events and VCR e-learnings shall receive an invitation for the booked training. In the case of WBTs, trainees shall receive information on the provision or delivery of the ordered training modules and/or software.

3. Terms of Payment, Additional Expenses

The attendance fees and any and all payments to be made on the basis of agreements made between the EDC and the client shall be due for payment by the client upon receipt of the respective invoice and without any deductions. In the event of a cancellation (clause 4), any cancellation fees shall be due for payment immediately upon the receipt of the cancellation at the EDC.

All course prices are given in Euro or US\$ (prices on invoices are translated to the respective exchange plan rate).

If the EDC incurs any additional costs due to the special requirements of the client or, provided the training is conducted outside of the facilities of the EDC upon the request of the client and/or if additional costs are incurred due to the configuration work conducted at such other site or because the training facilities do not comply with the required standards, these additional costs may be invoiced separately to the client by the EDC.

Travel expenses, the costs of any stay, accommodation, food and drink and assistance for the trainees shall in any event be borne by the client or by the trainees themselves.

4. Alteration of booking/Cancellation by the Client

The client may alter the booking for the ordered training for a later date or designate an alternate trainee for the training free of charge by no later than 15 days prior to the start of the ordered training. The client shall not be entitled to a reimbursement of the attendance fees in this case.

A cancellation by the client is possible at any time prior to the start of the training, provided that notice of cancellation is given in written form.

In the event of a cancellation from the 13th day to the 7th day prior to the start of the relevant training, a cancellation fee of 50% of the attendance fees shall be paid by the client. For a cancellation from the 6th to the 3rd day the cancellation fee shall be 75 % and 100 % as of the 3rd day prior to the start of the training. Decisive is receipt of the cancellation by EDC.

Notwithstanding the foregoing provisions, the EDC reserves the right to charge its expenses already incurred (e.g., for the making, sending or provision of training materials and resources) in the event that a training to be conducted outside of the premises of the EDC is cancelled after the 15th day prior to the relevant start.

In individual cases, other cancellation deadlines and cancellation fees may apply for training conducted by other training providers on behalf of the EDC. The EDC will inform the client of this fact upon registration. In these cases, the EDC reserves the right to charge to the client the cancellation expenses which are in excess of the aforesaid costs.

Notwithstanding the foregoing provisions, in the case of standalone WBT (i.e., not being part of a classroom or virtual training), once the client has ordered the standalone WBT and the EDC has confirmed such order, the client is not allowed to cancel the standalone WBT or receive a refund.

e-Learnings that are part of a course event, will be cancelled if the course attendance is cancelled. e-Learnings that are opened will be charged and will remain accessible in a student's training account.

5. Program Changes and Cancellation of Training by the EDC

The EDC reserves the right to cancel trainings if the training cannot be reasonably provided for reasons beyond EDC's control, for instance, an instructor is or becomes unavailable or there is an insufficient number of trainees. In each case, the EDC will endeavor to inform the client as soon as possible of any cancellation or necessary changes in the program. If the EDC must cancel the training, the attendance fees already paid shall be reimbursed without undue delay. Further claims on the part of the client shall be excluded except in cases of willful or grossly negligent misconduct on the part of the EDC.

If EDC require the client to have completed certain activities as a pre-condition of attending the training (e.g., a qualification test or WBT) and the client fails to complete such activities at least 3 days prior to the commencement of the training, EDC reserve the right to cancel the training and the client shall pay a cancellation fee of 100% of the attendance fee.

Where EDC require the client to have attended another event or training as a pre-condition of attending the relevant training and the client has failed to attend such pre-event or training a minimum of 14 days in advance of the relevant training, EDC reserve the right to cancel the relevant training.

EDC reserves the right to change software or hardware used for the provision of the e-Learnings if required to comply with state-of-the-art IT requirements. This may lead to the effect that certain e-Learnings can not be accessed any more. In such a case the trainee has no right to access the e-Learning any longer.

6. Restrictions of Use, Copyrights

6.1 The issued training materials and the provided software are protected under copyright law and may not be changed, reengineered, decompiled or reproduced, reprinted, translated, or electronically processed for any reason other than for necessary back-up purposes, or disclosed to individuals other than the client or the trainee or used for any purposes other than for the training purposes agreed to under the terms of contract.

6.2 The taping, filming, photographing, or other recording of courses, contents, training material and/or products used for the provision of trainings are only permitted with the prior consent of the relevant instructor. If the client or any trainee send by the client is in breach of this agreement the EDC shall be entitled to (i) dismiss the trainee from the training and/or (ii) request deletion or hand over of the recorded material to the EDC. In either case EDC shall not be obliged to any refund of fees and shall be entitled to claim damages or reimbursement of expenses caused due to the breach of this agreement.

7. Safety and Accident Prevention Regulations

Trainees are obliged to comply with the safety and accident prevention regulations in effect at the location of the training. In general, data storage media brought to the EDC by trainees may not be used on the computers of the EDC.

8. Proviso (Export Control)

All goods and services of the EDC shall be subject to the proviso that the required export licenses have been issued or no other obstacles under German export regulations or other applicable export regulations prevent their delivery or performance.

9. Liability

The EDC shall have unlimited liability for personal injury for which it is responsible and shall pay for the expense of restoring property in the case of property damage a maximum amount of EUR 25,000.00 per occurrence. In the event that data storage material is damaged, the duty to make compensation shall not include the expense of retrieving lost data and information.

Damage compensation claims other than those expressly referred to in these Terms and Conditions, including, but not limited to, claims for the interruption of business operations, loss of profit, loss of information and data or consequential damages shall be excluded, provided no mandatory liability exists such as e.g., under the Product Liability Act or due to willful misconduct, gross negligence, the lack of a warranted characteristic or the breach of major contractual duties. The foregoing rules shall not be associated with a change in the burden of proof to the detriment of the party raising the claim.

Provided the client and trainee of the relevant training are not identical, the client shall be liable for the failure of the trainee to fulfill the duties to which he is obliged under the agreements made with the EDC. This shall include the obligations on the basis of these Terms and Conditions.

10. Venue, Applicable Law

Exclusive venue shall be Erlangen if the client is a merchant. German law shall apply exclusively without reference to its conflict of law provisions.

11. Other Provisions

Should provisions of these General Terms and Conditions be or become fully or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In lieu of the invalid or unenforceable provision, such provision shall apply which comes as close as legally possible to what the parties to this Agreement wanted or would have wanted in accordance with the spirit and purpose of this Agreement if they had considered the invalidity or unenforceability of the relevant provisions upon the conclusion of contract. Side agreements shall require written form.

12. Special Courses

In case of courses exclusively reserved for a client (so called "Special Courses" - "CO-Courses") the client provides PO Number to EDC Administration Office not later than 3 months before course starts. Otherwise, the planned course will be cancelled. Course will be charged after the last course day. Any cancellation from client after 3 months before course start does not lead to any refund. If EDC cancels a course clause 5 of shall apply.

In certain cases, and event types, audio and video might be transmitted between your training room / facility and other locations. CS EDU and its partners are only using approved tools and software for live streaming e.g., Microsoft TEAMS. Your trainer will explicitly inform you about the connected locations of your specific event. By booking in ConcenTRAIN you agree to this option and procedure.

13. Unannounced appearance in course

In case a client appears in a course without valid invitation from EDC such client may either provide Purchase Order Number until 12: a.m. at the first day of the course or will have to leave the Training Center Campus. Price for unannounced appearance is € 1.000, -- per course day.

14. Incorrect Accounting Information

Should a course booking via ConcentRAIN require ICC clarification due to the fact that the client provided incorrect accounting information, the EDC will charge a 150,00 Euro handling fee to cover the costs of clarification efforts.

If the client can substantiate that the actual damage due to the additional efforts is lower, only such substantiated amount shall be payable.