

TERMS OF SERVICE FOR WORKSHOPS

of XEOMETRIC GmbH

(revised 06.03.2019)

1. REGISTRATION

Every registration is binding. Registration for workshops must be sent in writing by fax, e-mail or via the registration form on our website www.elitecad.eu to XEOMETRIC GmbH (XEOMETRIC).

Your registration will be booked after receipt and taking into account free seats. After registration, a confirmation of registration and the invoice will be sent to the specified e-mail address.

2. REFURBISHMENT AND CHANGES

The customer may make written changes from standard workshops to another workshop date free of charge up to ten calendar days before the start of the workshop.

XEOMETRIC reserves the right to appoint a substitute speaker at the workshops, to slightly modify the content and, if necessary, to postpone or relocate the workshop.

3. CANCELLATION

All changes and cancellations must be made in writing by fax or e-mail.

For bookings made between the seventh and fourth day prior to the start of the workshop, XEOMETRIC will charge 25% of the workshop fee. From three days before the start of the workshop, 50% of the workshop fee will be charged.

The customer is entitled to cancel his registration up to eight days before the start of the workshop free of charge. Thereafter, in addition to the already mentioned above, the following rules apply:

- In case of cancellation on the day before a booked workshop or in case of non-participation in the workshop, the full workshop fee will be charged.
- If XEOMETRIC GmbH has to postpone or terminate a workshop for an important reason, the customer may repeat the same workshop at a later date; the workshop fee is only charged once.

4. FEES

In addition to the participation fee, the prices include the required workshop documents and, upon agreement, the necessary use of the technical equipment and systems in the workshop center. For daily courses in the workshop center, lunch is included in the prices.

- Travel, food and accommodation costs must be covered by the participant or the customer.
- A temporary participation does not entitle to reduce the workshop price.
- The prices are exclusive of the valid VAT.

5. ON-SITE WORKSHOPS WITH CUSTOMERS

Workshops on site etc. can be requested directly from XEOMETRIC. These events are to be scheduled by the customer in good time in advance.

If a workshop is agreed to be carried out locally at the customer's premises, the customer will arrange for the provision of the technical prerequisites, a suitable room and any necessary aids not provided by XEOMETRIC (for example, own computer systems, projector).

The execution of such a seminar on the confirmed date is independent of a minimum number of participants, but limited to four participants. A higher number of participants is only possible after consultation with XEOMETRIC.

Necessary travel and accommodation costs will be invoiced at cost, unless agreed otherwise by contract.

6. LIABILITY

XEOMETRIC will pay damages within the scope of the statutory provisions and only up to the value of the order. Liability for slight negligence and unlawful or unusual use of XEOMETRIC products is expressly excluded. Liability for consequential damage and financial losses, unrealized savings, interest losses and damages from claims of third parties is excluded in any case.

XEOMETRIC shall not be liable for any claims arising out of infringements resulting from the use of a product supplied by XEOMETRIC modified, used in a manner not described in XEOMETRIC publications, or used with products not supplied by XEOMETRIC. For items brought in by the customer during a workshop, XEOMETRIC assumes no liability.

7. CONFIDENTIALITY AND DATA PROTECTION

XEOMETRIC commits to handle information about the customer's business and business in-house, e.g. made accessible in the context of an on-site workshop, confidentially and won't pass it on to third parties (exception: XEOMETRIC authorized resellers).

The customer agrees to the processing of his data, as far as they are necessary for the purpose of the contract.

8. MISCELLANEOUS

- The participant expressly agrees that his data will be processed automatically.
- The participant agrees to the electronic processing of all usage data for the purposes of billing and customer management.
- The participant agrees that he is occasionally informed in particular by e-mail, by mail or by telephone about products of XEOMETRIC and that the necessary processing steps are carried out. This consent may be revoked at any time.

9. JURISDICTION

The exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationships is Linz / Austria. At the choice of XEOMETRIC, however, the client may also be sued at his place of jurisdiction.