



Norit Südmo Academy

Standard Terms and Conditions

Our Standard Terms and Conditions apply exclusively to all events and seminars offered by Norit Südmo Academy; any conflicting or deviating terms and conditions of the participant shall not be acknowledged unless they have been explicitly recognized in writing as being valid.

Our Standard Terms and Conditions shall apply to enterprises and consumers alike unless a differentiation is made in the individual provision.

1. Enrolment and Contracting Procedure

1.1 You can send your enrolment in writing by post, fax or e-mail to Norit Südmo Academy. The number of participants for each seminar is limited. Enrolments shall be considered by order of receipt. For a reservation, we need to have your enrolment as early as possible.

1.2 A contract shall be established only by a written enrolment confirmation issued by Norit Südmo Academy, which will be sent to you immediately after we have received your enrolment. Any other documents, such as a detailed seminar program, travel information or hotel details, if applicable, shall be sent to you in due time before the start of the seminar.

1.3 If you have not received a notification from Norit Südmo Academy within one week, please contact us.

2. Fees and Terms of Payment

2.1 The fees are listed in the individual seminar description. All prices are quoted per person and do not include the applicable VAT unless anything else has been individually agreed. The prices do not include the costs for hotel accommodation and any supplementary costs or traveling costs. Unless otherwise agreed, the seminar fees shall be due for payment immediately after receipt of the invoice, the net amount without any deductions is to be remitted to one of the accounts specified on the invoice.

2.2 The seminar fee includes the costs for attending the seminar, seminar documentation, certificates, lunch and drinks/snacks during the breaks as well as refreshment beverages for the whole day.

2.3 Any costs for traveling, accommodation and breakfast shall be borne by the participant. We will be glad to assist you in reserving a hotel room for you in the direct vicinity of Norit Südmo Academy. Please specify on the enrolment form if you wish a reservation to be made. The settlement of accounts with the hotel shall be within your own responsibility.

2.4 Discounts shall not be granted.

3. Cancellation

3.1 If you are not able to attend a seminar already booked, we ask you to inform us accordingly ten days before the start of seminar, at the latest. In case of any later cancellations, we have to charge the seminar fees as well as the fees for cancellation of the hotel reservation to the full amount. Of course, you can designate another person who will attend the seminar in your place. If the minimum number of participants for a seminar is not reached five days before its start, we reserve the right to cancel the seminar or to specify an alternative date.

3.2 The cancellation fees referred to in Section 3.1 shall apply also if the booking for a seminar is rescheduled to a later date.

4. Cancellation by the Organizer

If an appropriate execution of the seminar is not possible due to Force Majeure, illness of the trainer or any other important reasons, Norit Südmo Academy reserves the right to cancel the seminar at the scheduled date. In this case, any fees already paid shall be fully reimbursed. Any further claims shall be excluded, in particular any kind of damages and/or claims for any third party damage.

5. Right to Modification

Norit Südmo Academy reserves the right to make any necessary modifications as to contents and/or organization prior to or during the seminar as far as the overall character of the seminar is not changed to a considerable extent by these modifications. If required, we shall be entitled to replace the instructor originally designated by another person with the same qualifications.



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6. On-site Seminars

6.1 If a seminar is carried out on site, this implies additional costs for traveling and accommodation for the instructor. These costs shall be charged to you additionally according to the actual expenses.

6.2 If a seminar takes place on site, Norit Südmo Academy shall not be liable vis-à-vis the participants for any loss of or damage to their property unless the damage is caused willfully or due to gross negligence on the part of the organizer (Norit Südmo Academy).

7. Attendance Certificate

At the end of the seminar, each participant will receive an attendance certificate stating the subjects dealt with (except for product forums).

8. Warranty, Liability

8.1 Attendance of all seminars is at the participant's own risk, the participants shall be liable for any damage they cause.

8.2 Norit Südmo Academy shall be liable towards the participant or customer only for deliberate action or gross negligence. Liability for willful violation of life, limb or health or for the violation of material obligations shall not be affected. In this case, we shall be liable for any degree of fault.

8.3 The above exclusion of liability shall apply also to the violation of obligations due to ordinary negligence on the part of our authorized agents.

8.4 We shall not assume any liability for objects brought to the seminar by a participant.

8.5 The participant shall be liable for any damage that arises for Norit Südmo Academy due to the distribution of seminar documentation to a third party without having obtained our written authorization.

9. Copyrights

All rights, translations, reproductions and reprints of seminar documentation, even in parts, shall be reserved to Norit Südmo Academy. Reproductions shall not be admissible without the written consent of Norit Südmo Academy.

10. Place of Performance – Applicable Law – Legal Venue

10.1 Except as otherwise provided herein, the place of performance and payment shall be the registered place of business of Norit Südmo Academy.

10.2 This agreement shall be governed by the law of the Federal Republic of Germany.

10.3 The exclusive legal venue for agreements with merchants, legal entities governed by public law or special trusts under public law shall be Ulm.

Status: 27 April 2009