

# MOTORTECH Training

## *Entry terms and conditions*

### **1. Registration**

- 1.1. The MOTORTECH training program is explicitly meant for operators and maintenance personnel of MOTORTECH products.
- 1.2. Please send your written registration form by mail, telefax or email addressed to MOTORTECH Service. You can either get the registration form directly from the service department or via [www.motortech.de](http://www.motortech.de).
- 1.3. Registrations will be considered in the order of their arrival. Should the preferred training session already be fully booked, you will be informed about the forthcoming schedule as soon as possible.
- 1.4. MOTORTECH is only committed to realize the training at the before stated time after issuing our confirmation of training session participation.
- 1.5. You will receive the confirmation of registration in the training session four weeks prior to the training due date at the latest. However, should you not have received your confirmation of participation from MOTORTECH, please get in touch with our service department.

### **2. Cancellation**

- 2.1. Cancellations must be made in writing by mail, telefax or email addressed to MOTORTECH Service.
- 2.2. 50 % of the training costs will be charged, should your cancellation be received less than 21 calendar days prior to the training due date.
- 2.3. Full training costs will be charged in case of no-show or receipt of your cancellation three days prior to due date or even later. A replacement person can be named at any time.
- 2.4. MOTORTECH is entitled to postpone a training date due to important organizational reasons up to two days prior to training start. Claims exceeding the original training costs cannot be asserted.

### **3. Training Fees**

- 3.1. Training fees are net per participant plus applicable turnover tax, including complete set of training documentation as well as costs for food/beverages.
- 3.2. Payments are to be made at the terms stated on the invoice. Training participation is subject to on time payment of training costs.
- 3.3. The stated training fees are subject to change.
- 3.4. Travelling and accommodation costs as well as transfer costs from hotel to training center are to be carried by the participant.

### **4. Performance**

- 4.1. Visitor rules and regulations as well as training times are binding.
- 4.2. The MOTORTECH safety and security information must be obeyed at any time. Please pay special attention to the fact of wearing safety shoes when working in our production facilities or onsite.
- 4.3. Any violations can lead to training exclusion. No claims for refund of training costs will occur.

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### **5. Privacy Protection**

5.1. MOTORTECH processes and records personal data of training participants based on the data privacy law.

### **6. Guarantee, Liability**

6.1. Claims will only be accepted subject to proof of purpose or gross negligence. In case of gross negligence or missing composition, for which MOTORTECH has taken over guarantee, liability is restricted to the predictable damage only, which should have been avoided by the violated duty or guarantee. However, these liability restrictions do not apply in case of damage to persons or breach of product liability. Plea of contributory negligence shall remain.

For all entitlements to damages against MOTORTECH or replacement of vain efforts in case of contractual or non-contractual warranty – except damage to persons or gross negligence – a period of limitation of one year applies, subject to knowledge of basis for claim. Limitation period shall come into force two years after accrual of claim reason at the latest.

6.2. MOTORTECH shall not assume liability for any property carried along by the training participants.

6.3. The training participant shall assume liability for any damage, occurred to MOTORTECH due to unauthorized passing on of training information and documents.

### **7. Copyright**

7.1. All rights incl. translation, copies and prints of training documentation, even partially, are reserved by MOTORTECH. No reproductions shall be undertaken without prior written approval by MOTORTECH.

### **8. Validity of Formalities**

8.1. Only these entry terms and conditions shall apply. No other conditions shall be included in the contract, even though MOTORTECH shall not explicitly contradict.