

# Terms and Conditions for the SMA Solar Academy AG (last amended March 2019)

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## **1. Scope**

These terms and conditions govern your participation in seminars, technical trainings, e-learning programs, webinars, continuing education, further trainings and other events (hereinafter referred to as "Event" or collectively as "Events") provided by the SMA Solar Academy Germany of SMA Solar Technology AG (hereinafter „SMA“, „we“ or „us“).

The Terms and Conditions are entered into by and between you and SMA. These Terms and Conditions will become part of your participation contract with SMA when you accept these Terms and Conditions during the booking process.

## **2. Conclusion of Contracts**

The provider of the Events and your contract partner for the participation contract is SMA Solar Technology AG. SMA uses the event management software and services of Eventbrite Inc., to book, process the order and administer the payment process. Booking of Events at the SMA Solar Academy is therefore also subject to the Terms and Conditions of Eventbrite, which you will also accept during the booking process. For the avoidance of doubt, the Terms and Conditions of Eventbrite are only valid for the processing of the order and will not become a part of the participation contract entered between SMA and you.

You can register for one or more Events via our website. However, SMA is not obligated to accept any registrations. The description of the Events on the SMA website is for informational purposes only and is not a binding offer to conclude a contract with you. To book an Event, you will be redirected to the Eventbrite website, where you will be asked to accept these Terms and Conditions. On the Eventbrite website, you will be automatically redirected to the payment processing where you may pay for the Events. The conclusion of the participation contract between you and SMA will be confirmed in an email that you receive from Eventbrite.

You may cancel your participation in an Event via Eventbrite by following the Log-in link in your confirmation e-mail up until seven days before the first day of the Event. If you cancel before seven days of the first day of the Event, your payments for this Event will be fully refunded. If you cancel your participation in an Event less than seven days prior to the first day of the event, no refunds of any kind will be provided.

## **3. Event Location**

Unless stated otherwise in the event description, the location for all face-to-face events is the Günther Cramer Solar Academy, Sonnenallee 1, 34266 Niestetal, Germany.

#### **4. Service Content of Events**

Unless otherwise stated in the Event description, the participation fees for the Event includes the following:

- One joint midday meal per full seminar day
- Non-alcoholic drinks during breaks
- Training materials or Event documentation

#### **5. Substitution for Events**

You may substitute someone else to attend an Event at any time, without registering that person as a participant, by sending an e-mail to [SolarAcademy@SMA.de](mailto:SolarAcademy@SMA.de) or by changing your booking via the Eventbrite website. Please provide the name of the participant who will attend in your place. You will not be charged additional costs to change the participant.

#### **6. Cancellation of Events**

We are entitled to cancel an event at any time for good cause without liability (e.g. including but not limited to illness or unavailability of the speaker or force majeure). Up until 14 days before the first day of training, we are, furthermore, entitled to cancel an in-person Event, if there are not the required minimum number of participants for the Event without liability. E-Learning programs, webinars and other online offers may be canceled at any time without liability, if less than five participants are registered or present at the time of the Event.

In the event an Event is cancelled, we will inform you promptly via e-mail. Fees that you have paid for the Event will be refunded in full. We are not liable for reimbursement of expenses you may have incurred to attend an Event or any other damages. For example, there will be no reimbursement of travel or accommodation expenses.

#### **7. Reservation to Right to Make Changes**

We are entitled to make changes to the content, process, methods and organization of the trainings, seminar, e-learning programs, webinars, and continuing education (e.g. as a result of changes in law) prior to or during the Event; provided, such changes do not materially alter the benefit of the advertised Event for the participant. We are entitled to replace the scheduled speakers if necessary (e.g., but not limited to, illness or unavailability of the speaker) with other persons who have equivalent qualifications in the subject matter.

The documents provided for the Event will be based upon the best of our knowledge. We do not assume any liability or responsibility for the correctness, accuracy, completeness, or quality of the content or whether the content is current.

#### **8. Protection of Intellectual Property**

SMA retains unrestricted title and ownership to the know-how provided in the trainings and the content of all deliverables of teaching materials. You may take the teaching materials with you conditioned upon payment of all fees for the Event. Sharing training documents with third parties or using them for third parties is not

permitted. The participant agrees to handle the received know-how as confidential information. SMA reserves the right for legal action in case the participant uses the received know-how and certification to market it against SMA.

Documents and software provided or handed over by SMA before, during or after the Event may not be reproduced or processed, duplicated, disseminated or used for public rendering via electronic systems without the written consent of SMA Solar Technology AG. In the event of breach of this prohibition, the participant may be required to provide compensation to SMA.

## **9. Limitation of Liability**

Any claims for damages and reimbursement of expenses the participant may have out of or in connection with the participation contract (including these Terms and Conditions), regardless of legal ground, including breach of duties arising from the contractual obligation and tort, shall be excluded. This also applies to claims arising from faulty contract conclusion.

This shall not apply to damages arising from the law on product liability or in cases of intent or gross negligence on part of SMA or its agents, nor to damages due to loss of life, personal injury or impairment of health or malicious concealment of a defect or due to the breach of essential contractual obligations. Compensation for a material breach of contract shall, however, be limited to the foreseeable damage in standard contracts, except in the case of liability for wrongful intent or gross negligence or due to injury to life, body or health. Material contractual obligations are those the fulfillment of which allows for the proper execution of the contract in the first place and the adherence to which the contractual partner can continuously trust.

The liability exemptions and limitations for SMA shall also apply to the personal liability of the employees, representatives and agents of SMA.

The above provisions shall not involve a change in the burden of proof to the detriment of the Customer.

The events are provided as-is without warranty of any kind. SMA disclaims all warranties, conditions and obligations of any kind whatsoever, expressed or implied, whether statutory (not mandatory) or otherwise, including for greater certainty, and implied warranties of merchantable quality, merchantability, or fitness for a particular purpose.

## **10. Applicable Law and Jurisdiction**

The participation contract (including this Terms and Conditions) is subject to German law with the exclusion of conflict of laws. Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with the Participation Contract provided that the contract partner of the participation contract is a Merchant as defined in the German Commercial Code, a legal entity under public law or special assets under public law.

SMA Solar Technology AG,  
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