

***These General Terms and Conditions are written in German and English. Only the German contract text is legally binding. The English translation is for information purposes only.***

## **General Terms and Conditions**

Status 01.04.2024

The following General Terms and Conditions apply to the contractual relationship between the International Department of the Karlsruhe Institute of Technology gGmbH (hereinafter referred to as "ID") and the participant.

In addition to the hall of residence and the scientific conference center, the ID comprises the Carl Benz School of Engineering, the Karlsruhe School of Optics & Photonics, the HECTOR School of Engineering and Management, the HECTOR School Academy, the Graduate School for Functional Materials as well as the office of the Cluster of Excellence "3D Matter Made to Order" and the HECTOR Fellow Academy.

### **1 Registration and confirmation of registration**

- 1.1 The contract is concluded when both parties have signed a contract document or the ID confirms an application in text form. Special admission or selection criteria remain unaffected.
- 1.2 Registration for the event must be made in text form (online, e-mail, fax or by post).
- 1.3 If the number of registrations exceeds the capacity of an event, ID reserves the right to carry out a selection procedure.

### **2 Terms of payment**

- 2.1 The participant must pay the event costs by the dates specified in the invoice at the latest, irrespective of any third-party services.
- 2.2 The participant can pay by bank transfer or credit card. The participant bears the credit card costs.
- 2.3 Subject to the provision in clause 5, the participant shall be liable for payment of the event costs even if he/she does not attend the event.
- 2.4 If the participant is in default, he/she shall owe interest in the amount of 5 percentage points above the respective base interest rate in accordance with § 247 para. 1 BGB p.a.

### **3 Retention of title**

The ID retains ownership of teaching materials until all payment obligations have been met in full by the participant.

## 4 Withdrawal and termination

- 4.1 The participant may cancel his/her booking at any time. If the participant exercises this right, he/she shall owe a lump-sum cancellation fee in accordance with the following provisions as compensation for the loss suffered by ID as a result of ID relying on the participant taking part in the event:
- 4.1.1 For events with examinations, withdrawal is possible free of charge up to six weeks before the start of the event. In the event of withdrawal 6-4 weeks before the start, a cancellation fee of 50% of the event costs will be charged. In the event of withdrawal after this period, the participant is obliged to pay the full event costs.
- 4.1.2 If the participant is ill, the cancellation fee to be paid is reduced to a flat rate of 15% if the participant submits a medical certificate confirming his/her illness. Instead, the participant may, in consultation with ID, choose a later event of equal value in the next 12 months and attend it, if such an event is offered, in which case the cancellation fee will be credited.
- 4.1.3 If the participant is unable to enter the Federal Republic of Germany due to entry regulations (e.g. because he/she is not granted an entry permit), he/she is not exempt from the obligation to pay the event costs. However, the participant may, in consultation with ID, select and attend an equivalent event at a later date in the next 12 months if ID offers a comparable event.
- 4.2 The participant is permitted to prove that no damage was incurred or that the damage was significantly lower than the flat-rate compensation in accordance with the previous provisions.
- 4.3 The cancellation fee is not owed in the event of impossibility of performance by ID. § Section 615 sentence 2 BGB remains unaffected by clause 4.1.
- 4.4 The right of withdrawal remains unaffected by section 4.1. If the participant exercises his/her right of withdrawal, he/she shall not be obliged to pay a cancellation fee.
- 4.5 The right to extraordinary termination for good cause remains unaffected. Good cause for termination by the ID shall be deemed to exist in particular if the participant
- disrupts the event or
  - commits a copyright infringement.

- 4.6 If the ID terminates the contract for good cause, any payments already made for the event will not be refunded.
- 4.7 If the event costs already paid exceed the amount owed in accordance with section 4.1, ID shall refund the excess amount to the participant.
- 4.8 Notices of termination and withdrawal must be made in writing to be effective. The date of receipt of the declaration of withdrawal on the ID.

## **5 Cancellation and change of event by ID**

- 5.1 The ID may cancel an event for good cause. An important reason exists in particular if
- the minimum number of participants specified in the event offer has not been reached two weeks before the first day of the event,
  - less than five participants are registered two weeks before the first day of the event and no minimum number of participants is specified, or
  - the speaker of the event is not available and no substitute speaker can be appointed.
- 5.2 The ID shall inform participants of the cancellation without delay. If similar substitute events are held at the Karlsruhe location within 12 months of the cancellation and places are available there, ID shall offer participants the option of attending one of these substitute events at no additional cost instead of reimbursing event costs already paid. If ID is unable to offer the participant an event in accordance with section 5.2 or if the participant does not take advantage of such an event, ID shall refund any event costs already paid without delay.
- 5.3 The ID is not obliged to create new substitute events of a certain type and quality or to maintain them for the future.
- 5.4 The ID will not reimburse any additional costs if an event is canceled. In particular, it shall not bear travel and accommodation costs or provide compensation for lost working time.
- 5.5 The ID reserves the right to change the organization, methodology, location, time, speakers and content of events, provided that the core of the event is not significantly changed. In particular, the ID may change the event in accordance with sentence 1 if it cannot take place as a face-to-face event due to legal requirements or government orders in connection with the spread of infectious diseases (e.g. the corona pandemic).
- 5.6 If the ID has offered events as online events in the course of the spread of such infectious diseases, the participant is not entitled to maintain the event as an online event if entry from his/her country of residence is possible in accordance with the entry regulations of the Federal Republic of Germany before the start of the event and he/she has previously been

informed of the possibility of converting the event to presence and has given his/her consent to this.

## **6 Copyright**

We would like to point out that teaching materials (in particular accompanying documents, graphics, images, audio and video material) are protected by copyright for the ID and its representatives, regardless of their form. Any reproduction, transfer to third parties and making available to the public is only permitted with the consent of the copyright holder.

## **7 Liability**

- 7.1 The ID shall be liable without limitation for damages resulting from an intentional or grossly negligent breach of duty.
- 7.2 The ID shall only be liable for property damage and financial loss caused by negligence if material contractual obligations have been breached. Essential contractual obligations are those whose fulfillment characterizes the contract and on which the participant may rely. Liability is limited to the foreseeable damage typical of the contract. Liability for negligent injury to life, limb and health remains unaffected.
- 7.3 Any further liability beyond that provided for in this contract is excluded, regardless of the legal nature of the claim asserted. However, the above limitation or exclusion of liability shall not apply to strict liability prescribed by law (e.g. under the Product Liability Act) or liability under a no-fault guarantee.
- 7.4 Insofar as liability is excluded or limited in accordance with 7.2 and 7.3, this shall also apply to the personal liability of ID's employees, workers, representatives, bodies and vicarious agents.
- 7.5 Despite taking the greatest possible care in the selection of speakers and lecturers, the ID accepts no liability for the content of the event and the accompanying documents, in particular with regard to up-to-dateness, accuracy and completeness. The ID accepts no liability for valuables.

## **8 Certificate of attendance and certificate of participation**

ID will then issue a certificate of attendance to each participant who has taken part in the entire distribution. In the case of events that end with a KIT examination, ID issues a certificate in accordance with KIT regulations if this examination is passed.

## **9 Final provisions**

- 9.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of foreign legal systems. The place of performance for ID's contractual obligations is Karlsruhe.
- 9.2 Amendments or additions to this contract are only effective if they are agreed in text form. This also applies to any amendment to this written form requirement. This shall not affect the precedence of individual agreements in accordance with Section 305b BGB.
- 9.3 The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. In this case, the parties undertake to agree on an effective provision that comes as close as possible to the intended economic purpose of the invalid provision. This applies accordingly to the closure of any loopholes in this contract.

## **10 Right of withdrawal of the consumer**

The consumer's right of revocation in accordance with the statutory provisions remains unaffected by these provisions.

## **11 Legally binding nature of the German version**

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### **Cancellation policy**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the date of conclusion of the contract. To exercise the right to cancel, you must inform us (International Department des Karlsruher Instituts für Technologie gGmbH, Schlossplatz19, 76131 Karlsruhe, Phone: +49 (0)721 608-47880, Fax: +49 (0)721 608-47882, E-Mail:sekretariat@idschools.kit.edu) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

### **Consequences of revocation**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your

choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

### **Sample withdrawal form**

(If you wish to cancel the contract, please fill out this form and send it back to us).

International Department of the Karlsruhe Institute of Technology gGmbH

Schlossplatz 19

76131 Karlsruhe

E-mail: sekretariat@idschools.kit.edu

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service

- Ordered on (\*)/received on (\*)
- Name of the participant(s)
- Address of the participant(s)
- Signature of the participant(s) (only for notification on paper)
- Date

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(\*) Delete as appropriate.