

## 1. Contracting Parties, Scope of Application

- 1.1 W. MÜLLER GmbH, Am Senkelsgraben 20, 53842 Troisdorf-Spich, Germany ("W. MÜLLER") provides expert knowledge about the blow moulding industry, blow moulding processes, troubleshooting technical problems, as well as tips and tricks to simplify the daily work routine through seminars, webinars, workshops, courses, as well as training ("Event(s)").
- 1.2 The Events offered by W. MÜLLER are aimed exclusively at entrepreneurs (Section 14 German Civil Code). Consumers (Section 13 German Civil Code) cannot become contract parties. When registering, they are obliged to indicate that they are consumers. In the absence of a corresponding notice and if this is therefore not recognisable for W. MÜLLER, the contracting party shall be treated as an entrepreneur.
- 1.3 The following General Terms and Conditions ("GTC") shall apply exclusively to contracts for participation in Events. The contracting party's Deviating General Terms and Conditions shall only apply if and to the extent that W. MÜLLER has expressly agreed to their validity in writing.
- 1.4 Insofar as a contracting party wishes to use W. MÜLLER's Events for its employees, it undertakes to inform its employees of the GTC's content and validity and ensure that its employees comply with these GTC.
- 1.5 The current version of W. MÜLLER's data protection policy applies to registration and participation in Events and is available at <https://mueller-ebm.com/datenschutz/>

## 2. Conclusion of Contract, Subject Matter of Contract

- 2.1 Registration for an Event is binding. A contract for participation in an Event is only concluded after W. MÜLLER has confirmed the registration to the contracting party in text form.
- 2.2 Any rebooking or cancellation of participation in an Event must be made by e-mail to [academy@w-mueller-gmbh.de](mailto:academy@w-mueller-gmbh.de) or by post to the business address stated in section 1.1.
- 2.3 The rebooking or cancellation is free of charge if it is received by W. MÜLLER at least 14 days before the respective Event. After the expiry of the deadline above, the participation fee shall be charged in full unless the contracting party names a substitute participant.
- 2.4 If W. MÜLLER has granted the contracting party a quantity discount as a participant discount – i.e. for the participation of several persons from the same company – section 2.2 shall apply accordingly for each individual cancelled participant. For the calculation of the remaining participation fees, the quantity discount will not apply in total. The full participation fee will be charged for each remaining participant.
- 2.5 If W. MÜLLER has granted a discount to a contracting party, this discount shall only apply to the performance of the contract. Should the contracting party cancel an Event after the expiry of the free cancellation period, the full participation fee shall apply.
- 2.6 W. MÜLLER does not owe a specific learning success of the participants and does not monitor a learning success.
- 2.7 W. MÜLLER assumes no responsibility for the actuality, correctness and completeness of the contents of an Event or the usability of an Event for professional or personal purposes of the participants.

## 3. Prices, Terms of Payment

- 3.1 The stated participation fees (including cancellation fees) are net amounts. In addition, the statutory value-added tax is due if applicable.
- 3.2 The participation fee is due upon issuance of the invoice.

## 4. Performance of Events

- 4.1 W. MÜLLER may change the location or access, content and schedule of an Event and the use of specific speakers/lecturers

at any time, taking into account the interests of the participants and preserving the overall character of the Event.

- 4.2 W. MÜLLER is entitled to cancel an Event for organisational or economic reasons. In this case, W. MÜLLER will refund any participation fees already paid. No further claims may be derived from this. Any cancellation or rebooking fees for means of transport booked by the participant will not be reimbursed by W. MÜLLER. W. MÜLLER would like to point out that booking cancellation-free business rates with the transport companies is possible so that no costs are incurred if an Event is cancelled.
- 4.3 For online Events, participants will receive their access data in advance by e-mail. Only the registered participant is entitled to access the respective online Event with the access data. Passing on the access data to third parties is not permitted.
- 4.4 Participants are responsible for the (stated) minimum technical requirements for participation in an online Event (broadband stable internet connection, hardware and software).
- 4.5 W. MÜLLER endeavours to provide online Events as permanently as possible without disruptions. However, this is not technically possible. For this reason, W. MÜLLER does not ensure that the online Events will be provided without disruption or that they will be available for a specific time. In particular, W. MÜLLER may have to temporarily or permanently restrict access to them or particular functions in whole or in part. Furthermore, there is no entitlement to W. MÜLLER maintaining individual functions forever; W. MÜLLER may, in particular, adapt, change or discontinue these at any time.

## 5. Copyright

- 5.1 The materials (texts, data, charts, photographs, etc.) displayed or created by the speaker during an Event and, if applicable, recordings of the Event (collectively, "Content") are protected by copyright. All Content is intended for personal use only.
- 5.2 W. MÜLLER expressly reserves all rights, including translation, reprinting and reproduction of the contents, including excerpts thereof. Any copyright notices, marks or trademarks may not be removed.
- 5.3 Any reproduction, reprinting or translation, and other processing of the contents – even in the case of excerpts – as well as forwarding to or making available to third parties is not permitted without the express written consent of W. MÜLLER.

## 6. Registration, Security

- 6.1 For Events held on the business premises of W. MÜLLER, participants must register as visitors upon entering the business premises. Participants may only be present on the business premises designated for the respective Event.
- 6.2 Image and sound recordings are only permitted on the business premises of W. MÜLLER with the express written consent of W. MÜLLER.
- 6.3 The participants are obliged to take note of and comply with the general safety instructions of W. MÜLLER and the specific safety instructions of W. MÜLLER within the scope of the respective Event. In addition, during practical exercises on machines as part of an Event, participants must also wear their protective equipment and – if necessary – take further safety measures.
- 6.4 If a participant culpably violates their obligations under sections 6.1 to 6.3, they may be excluded from further participation in the Event.

## 7. Limitation of Liability

- 7.1 Insofar as nothing to the contrary arises from these General Terms and Conditions, including the following provisions, W. MÜLLER shall be liable by the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 7.2 W. MÜLLER shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In

the event of simple negligence, subject to statutory limitations of liability, W. MÜLLER shall only be liable for

- a) damages resulting from injury to life, body or health; and
- b) damages arising from the breach of a material contractual obligation (obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, W. MÜLLER's liability shall be limited to compensation for the foreseeable, typically occurring damage. Consequential damages (loss of profit, loss of production, etc.) are expressly excluded.

Further claims for damages are excluded.

- 7.3 Any liability for fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk under the German Product Liability Act and other mandatory statutory provisions shall remain unaffected.
- 7.4 The above exclusions or limitations of liability shall also apply to third parties and in the event of breaches of duty by persons (also in their favour) for whose fault W. MÜLLER is responsible by statutory provisions.
- 7.5 A reversal of the burden of proof is not associated with the above provisions.

## 8. Confidentiality

- 8.1 Participants are obliged to keep secret all business secrets of W. MÜLLER within the meaning of Section 2 No. 1 German Trade Secrets Protection Act that become known to them through participation in an Event. This also applies if W. MÜLLER has not taken appropriate confidentiality measures in the individual case. Such confidential information is excluded from this obligation,
  - a) which were demonstrably already known to the respective participant before the Event or become known afterwards from a third party, without violating a confidentiality agreement, legal regulations or official orders;
  - b) which are public knowledge at the time of registration for the Event or are made public after that, insofar as this is not based on a breach of the confidentiality obligations arising from these General Terms and Conditions;

- c) which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the participant obliged to disclose will inform W. MÜLLER in advance and allow it to take legal action against the disclosure.

- 8.2 Business secrets of W. MÜLLER may only be disclosed to third parties with the prior written consent of W. MÜLLER.
- 8.3 The participant shall refrain from exploiting W. MÜLLER's trade secrets commercially in any way outside the agreed purpose of the Event or from imitating them (in particular using so-called "reverse engineering") or having them exploited or replicated by third parties and, in particular, from applying for industrial property rights – such as trademarks, designs, patents or utility models – based on these trade secrets.
- 8.4 The confidentiality obligation shall continue to apply for the duration of the Event and five (5) years after the end of the Event, at the longest, however, until the respective information has become generally known without a confidentiality agreement, statutory regulations or official orders having been violated.

## 9. Applicable Law, Place of Jurisdiction, Arbitration

- 9.1 The law of the Federal Republic of Germany shall apply.
- 9.2 If the contracting party has its registered office in the European Union or in Switzerland, Norway or Iceland, the exclusive place of jurisdiction shall be Bonn.
- 9.3 If the contracting party has its registered office neither in the European Union nor in Switzerland, Norway or Iceland, all disputes arising out of or in connection with the respective contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator up to an amount of 250,000.00 EUR in dispute in accordance with the Rules of Arbitration of the DIS, and in the case of a higher amount in dispute, it shall be comprised of three (3) members. The seat of the arbitration is Bonn, Germany. The language of the arbitral is German. The rules of law applicable to the merits shall be the law of the Federal Republic of Germany.