

General Terms and Conditions (GTC) for training services of Rovema GmbH (06/2025)

Preamble

Rovema GmbH, Industriestr. 1, 35463 Fernwald, Germany (hereinafter referred to as "Rovema"), undertakes to provide the Customer with training services in accordance with the following terms and conditions (hereinafter referred to as "GTC").

1. Scope of application

These GTC apply to all training services, regardless of content, provided by Rovema in the field of packaging machines to companies (hereinafter "Customer").

2. Conclusion of contract

A contract for training services is concluded by the Customer's written acceptance of an offer from Rovema.

Deviating terms and conditions of the Customer are hereby rejected and shall not apply even if Rovema provides the training services without reservation and in the knowledge of conflicting terms and conditions of the Customer.

3. Scope of services

Rovema offers training courses and training documents on the operation and maintenance of its packaging machines, among other things. The exact content depends on the respective offer and can include classroom training, online training, video training or hybrid formats.

4. Participation requirements

Participants must have the qualifications specified in the offer. Rovema reserves the right to exclude individual participants from the training if they are not sufficiently qualified.

5. Dates and realisation

The training sessions take place on the dates agreed in the offer. Rovema reserves the right to postpone dates for important reasons (e.g. illness of the trainer, force majeure). In this case, an alternative date will be offered.

6. Obligations of the Customer to co-operate

On the agreed training date, the Customer undertakes to create all the conditions necessary for the proper implementation of the training measures on its premises. This includes in particular the timely provision of a suitable conference room with a functional projector for the theoretical part of the training.

For the practical part of the training, the customer must ensure, in consultation with Rovema, that the machine on which the training is to take place is available in operational condition for unrestricted use for the training.

It is the Customer's responsibility to ensure that the participants registered for training are fully present for the entire duration of the training and actively participate in the training.

7. Cancellation by the Customer

The following fees apply in the event of cancellation by the Customer:

- more than 60 days before the start of training: no fee

- 30-60 days before the start of training: 50 % of the training fee

- less than 30 days before the start of the training: 100 % of the training fee

The Customer reserves the right to prove that Rovema has incurred no or less damage.

8. Terms of payment

Unless otherwise stated in the offer or agreed in writing between the parties, the training fee is due for payment without deduction within 14 days of invoicing. In the event of late payment, Rovema reserves the right to refuse participation. The invoice is due 30 days before the start of training.

If the agreed duration of the training services must be extended due to the training participant arriving more than 30 minutes late, any additional costs incurred as a result shall be borne by the Customer.

Without prejudice to the Customer's right to object to the invoice, Rovema may charge interest at a rate of eight percentage points above the base rate per annum from the due date of a payment and demand a reminder fee of EUR 5 from the Customer.

9. Copyright and rights of use

All documents, presentations and content provided as part of the training are protected by copyright and remain the property of Rovema.

Photography as well as video and audio recordings of parts of the training services or on the premises of Rovema are not permitted without the prior written consent of Rovema.

All information and related documentation (including training materials) provided to the Customer and/or the Trainee is for the exclusive use of the Customer and/or the Trainee and the Customer and/or the Trainee shall not reproduce and/or disclose any information or documentation to any third party without the prior written consent of Rovema.

10. Liability

Rovema is only liable for damage caused by training if they are based on intentional or grossly negligent behavior. In addition, Rovema is liable for damages resulting from injury to life, body or health, insofar as these are based on a negligent or willful breach of duty by Rovema or its vicarious agents. Liability in accordance with the provisions of the Product Liability Act remains unaffected.

Rovema accepts no liability for indirect damage suffered by the customer, in particular for loss of profit.

11. Data protection

The data required for registration and organization of the training course is collected and processed electronically. Participants' personal data is processed exclusively for the purpose of organizing the training course. The processing of the data takes place exclusively in compliance with the applicable data protection regulations.

12. Final provisions

German law shall apply. The place of jurisdiction is the registered office of Rovema GmbH. Amendments and supplements to these GTC must be made in writing.