

Conditions for the Participation for „Courses, Examinations as well as other Events“ by GSI mbH or its branches (March 2011)

01. Preconditions for Participants

Participant of the courses/examinations can be whoever fulfils the foreseen preconditions for the respective course or examination.

02. Registration

Registration for courses, examinations and other events have to be made in writing. Requests for specific dates will be considered, if possible. Registrations will be accepted only by confirmation of GSI mbH or its branches. The deadline for registrations expires 2 weeks before the respective start. Later registrations will be considered if there are any vacancies.

03. Fees and Conditions of Payment

3.1 The amount of fees is stipulated by the current fees directory of GSI mbH or its branches.

3.2 An individual invoice will be provided for every participant. For participants who are trained at the expense of their employers or other third parties, the employer/third party will receive the invoice. Notwithstanding the taking over of the invoice by third parties, the participant as contracting party will remain debtor of the agreed service. Cash payments are deemed to be received if a receipt with signature and stamp of GSI mbH or its branches is issued. The course and examination fees are to be paid before start of the course/examination. Other terms of payment have to be agreed upon separately.

3.3 In the event of withdrawal prior to one week before start of the course or examination a fee of € 30,00 will apply. In the case of withdrawal within one week from the start of the event/examination 50 % of the event/examination fees will be invoiced. In the event of non-participation, the full course/examination fee will apply. The participant has the chance to prove that the damage suffered by GSI mbH or its branches is less.

The participant is entitled to nominate a substitute participant without extra fees as long as the new participant fulfils the necessary preconditions.

Disruption or abandonment of a participation in a course/event do not release from payment of the course/event fees. For special training courses the full daily fee will apply for each commenced course day, for examinations, the full examination fee will apply. If the participant has registered for several consecutive courses, in case of hindrances to participate for which the participant is not responsible (e. g. illness or accident – evidence necessary) the fees for commenced courses or course parts are to be paid in full (at least the fees for 80 course units / 75 hours are to be paid). The participant is in this case as well entitled to prove a smaller damage.

3.4 Participants who receive public support or have applied for such get in advance detailed information and intensive consultation about objectives and content of the course. For them - differing from 3.2 and 3.3 - special conditions of payment and an extraordinary right to withdraw and resign apply. These are part of the contract with the public supporter with whom fees are billed separately.

04. Shop Rules

The participant is obliged to take note and respect the shop rules of DVS (guideline DVS 1103) or the shop rules of GSI mbH or its branches respectively.

The participant also has to follow the instructions of the trainers and the examination committee.

The participant has to bring along his personal adequate protective gear.

In case of culpable, repeated or serious breach of these obligations the participant can be expelled from the participation at a course or an examination without being released from payment of the fees.

05. Cancellation of Lessons

Is GSI mbH or its branches hindered to hold lessons for reasons which are beyond GSI mbH's or its branches' control there is no claim for making good of such lessons.

06. Cancellation of Courses and other Events

GSI mbH or its branches reserve the right for unforeseeable changes (e. g. non-availability of trainers). GSI mbH or its branches will inform the participant about such necessary changes without undue delay. In the extraordinary event that a course or programme has to be cancelled (e. g. due to insufficient number of participants) the fees paid will be reimbursed without undue delay. Further claims are excluded.

07. Insurance/Liability

The participant is insured against accidents during his training according to the statutory provisions. GSI mbH can be held liable only for those damages which are caused by wilful misconduct or gross negligence of its legal representatives or agents.

The participant is liable for culpably damaging GSI mbH's property provided to him. Third parties registering the participant can be held liable secondarily.

08. Handing out of Certificates and Testimonies

Course certificates, examination certificates and testimonies remain property of GSI mbH until full payment and will be handed out to the participant or the benefactor only after full payment.

09. Copyright

The written course documentation provided by GSI mbH or its branches to the participants are copyright protected according to paragraph 2 German Copyright Act. With handing out of the documentation to the participants they are granted a licence for personal use only.

Audio and video recordings during the courses and other events are not permitted and can cause the exclusion from the respective course or event.

10. Place of Performance and Jurisdiction

This contract is subject to German law. Place of performance for obligations of both parties is the place where GSI mbH or its branches provides its services. For all contracting parties, except consumers, Duisburg shall be the place of jurisdiction.

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Date

Signature Participant

Declaration of Acceptance related to personal Data

The following declaration of acceptance is made voluntarily:

I herewith consent that my above personal data (e.g. my e-mail-address, telephone no. and fax no.) are recorded, processed, transferred and used for the purpose of customer services and surveys as well as for information about further educational and training programmes of GSI mbH and its independent branches. In particular I agree that GSI mbH and its independent branches can send me information material about job offers and other educational and training programmes by telephone, fax or e-mail/sms.

This consent can be withdrawn at any time vis-à-vis GSI – Gesellschaft für Schweißtechnik International mbH, Bismarkstraße 85, 47057 Duisburg, Germany, fax +49 / 203 / 3781 308, e-mail: sekretariat@gsi-slv.de

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Date

Signature Participant