

› eex group

General Terms and Conditions

Training & Education
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Leipzig

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General Terms and Conditions for services of European Energy Exchange AG (EEX) relating to Training Courses.

The following definitions apply to these conditions:

EEX:	European Energy Exchange AG, Augustusplatz 9, 04109 Leipzig, Germany
Customer:	any Participant admitted to the training course or purchasers of learning software
E-Learning Module:	online based learning software.
Training course/ seminar:	any type of knowledge transfer within training services
Public training course	conducted at external venues (e.g. Conference Hotels) and free accessibility for everybody
In-house training course	takes place at the premises of the customer
Visitor Group	visits of the EEX' premises in Leipzig
Lecture	lectures conducted at the premises of the customer

1. Subject matter of contract

The present Terms and Conditions for services of EEX relating to training courses govern the performance of training services and the sale of learning software. The contractual services and the preconditions for participation are laid down in the respective published catalogues (available as hard copies or electronically on the internet at www.eex.com/en/training). The contracting parties are EEX and the participants admitted to the training course or the subscriber of E-Learning Modules (jointly referred to as the "Customers").

2. Registration, conclusion of contract

A contract for participation in one of the training courses specified, or for the purchase of a learning software is concluded by the customer filling in and submitting the registration form in electronic, fax or written form and by EEX sending the customer a confirmation of registration.

3. Training services

- 3.1 The nature and scope of the training services are described in the specifications of this catalogue and in the course description; the right to make minor changes to the content thereof is reserved.
- 3.2 The training courses described in more detail in the catalogue are provided at the participant premises or at external venues (e.g. conference hotels) in the case of public training courses. The exact place and time of the execution of the public training courses will be communicated in the confirmation of registration. Visitor Groups will be conducted in the premises of EEX in Leipzig.

4. Ordering of learning software

- 4.1 In addition to training courses and examinations, EEX also offers online-based learning programmes as detailed in the catalogue (available as hard copies or electronically on the internet at www.eex.com/de/schulungen).
- 4.2 Bei en kosten des Trainers abdeckt. E-learning modules are provided by EEX for on-line access via an access code for a period of 6 to 12 months. After this period, EEX is entitled to delete the E-learning Module or to block the participant's access code.

5. Prices, price changes and terms of payment

- 5.1 The seminar fee shall include participation in the seminar as well as the provision of detailed seminar documents. However, the participant's travelling and accommodation costs are not included.
- 5.2 The catalogue prices valid on the day on which the order is placed shall apply (<https://www.eex.com/en/trading/price-list>).
- 5.3 Additionally to the fee for Inhouse Training Courses the customer has to pay a flat fee that covers the instructors travelling and accommodation cost.
- 5.4 The seminar price shall usually be invoiced, plus value-added tax after the end of the seminar. Invoices are payable without any deduction upon receipt. In case of stock exchange members, the seminar cost will be settled with the responsible Clearing-Member by the Clearing Bank European Commodity Clearing AG

6. Copyright notice

Seminar documents and learning programmes may not be reproduced, processed, changed, distributed nor used in any other form for public reproduction without the written approval of EEX.

7. Liability and Warranty

- 7.1 The liability of EEX is limited to the amount of the agreed training fee. The limitation of liability does not apply to malicious intent and the violation of essential contractual obligations. EEX shall be liable for ordinary negligence only where a material obligation has been breached whose breach jeopardises the achievement of the purpose of the contract. In such cases, EEX shall only be liable vis-à-vis participants for any typical and foreseeable damage or loss.
- 7.2 The seminar organiser is not liable for the loss of items belonging to the participant, damage to or the destruction of such in connection with the execution of the seminar provided that such is not caused by premeditated or grossly negligent conduct on the part of EEX.
- 7.3 The statutory liability in cases of injury to life, limb or health and under the product liability act shall not be affected.
- 7.4 The objection of contributory fault according to Art. 254 BGB [German Civil Code] shall not be affected.
- 7.5 EEX is not liable for damage caused by force majeure, riots, acts of war and natural phenomena as well as other events for which it is not responsible (e.g. strikes, lock-outs, traffic disruptions, orders by national and foreign government authorities) or by technical malfunctions which are not culpably caused, such as e.g. of the IT system. Computer viruses or premeditated attacks on the IT systems by “hackers” are also considered force majeure provided adequate precautions had been taken in this respect.
- 7.6 Every Training Course will be prepared at current state of knowledge and held by experienced and professional trainers. All of the materials are based on the latest know-how. However EEX does not warrant for content correctness and accuracy of the materials.
- 7.7 Furthermore, EEX reserves the right to relocate and/or defer seminars or appoint a substitute trainer. EEX shall notify the participant of any relocation, deferral or cancellation. Any further claims are excluded.

8. Resignation, substitute participants, rebooking (only for commercial customers), Re-Examination

8.1 Die EEX ist sowie Ersatz von Arbeitsausfall sind ausgeschlossen. EEX is entitled to withdraw from the contract of Public Training Courses at short notice in the event of an insufficient number of participants registering for the seminar until such time. On principle, a number of participants that is lower than ten persons is considered to be insufficient. In this case EEX shall notify the customer within five (5) days prior to the commencement of the seminar.

Should the participant already have paid the seminar fees to EEX, these are refunded to the participants to the amount already paid. Further claims on the part of the participant, especially claims for compensation of travelling and accommodation costs as well as the compensation for lost work, are excluded.

8.2 **Resignation:** Any resignation of a participant must be made in writing. The following fees will be charged:

8.2.1 For Public training courses, Lectures and Visitor Groups

- a) Within 14 days prior to the commencement of said seminar: free of charge.
- b) Afterwards: 50 % of the seminar fee (plus VAT)
- c) In the event of non-participation without prior cancellation: full seminar price (plus VAT).

The above shall not apply if the customer nominate a substitute participant or alter the booking according to 8.3.

8.2.2 For in-house training courses

- a) Within 14 days prior to the commencement of said seminar: free of charge.
- b) Afterwards: 50 % of the seminar price plus flat fee as agreed before (plus VAT).
- c) In the event of non-participation without prior cancellation: full seminar price plus flat fee (plus VAT).

8.3 Rebooking: If participants are unable to participate on the seminar date booked, they may change their booking in writing, via fax or via e-mail (EEX AG, Augustusplatz 9, 04109 Leipzig, training@eex.com, +49 341 2156 429) to another date free of charge up to 14 days prior to the commencement of the booked seminar. A rebooking is free of charge up to two times, after that we charge €100.00 per participant.

8.4 Minimum attendance for Inhouse seminars: A reduction of the number of participants is possible and free of charge as long as the minimum attendance is not lower than five (5) participants. If the minimum attendance cannot be fulfilled, the seminar is considered as resigned and above mentioned fees (8.2.2) will be charged.

8.5 E-learning modules: Booking of an e-learning offer can be cancelled on a cost-neutral basis at any time provided the log-in data are still valid and provided the corresponding user ID has not been used yet to log on to the e-learning portal. If the e-learning modules have already been used and if the customer wishes to cancel the training course, the same cancellation fees as in the case of public training courses apply. If the “General Exchange” course and the “Trade Registration” module is booked and the e-learning module is used at the same time, the customer is obliged to pay the full training fee if he/she has already used the e-learning offer. Further claims on the part of the participants are excluded.

8.6 Substitute: If the participant cannot attend the seminar, he/she has the possibility of appointing a substitute participant, thus preventing any cancellation costs from being incurred. In this context, the cancellation of a contract which has already been concluded with the participant is effected after the time at which the contract is concluded with the substitute participant.

8.7 Re-Examination: A participant, who has not succeeded in the examination has the right to repeat the examination free of charge up to two times when required. An additional training course is subject to a charge.

9. Data protection

The European Energy Exchange AG informs you on our [website](#) about how we and our companies process your personal data, with special attention to the processing of personal data according to the general data protection regulation EU 2016/679 ("GDPR") and the applicable national data protection laws.

10. Right of revocation (for private customers only)

- 10.1 Provided that the customer is a private and not a commercial customer, he is entitled to revoke the contract via mail, e-mail or fax according to legal provisions within the revocation period and without giving reasons.
- 10.2 This right shall apply for a period of two weeks and, in case of services, cannot commence before the contract is signed. The two-week revocation period shall commence one day after sending the registration form.
- 10.3 The revocation has to be send via mail to European Energy Exchange AG, Augustusplatz 9, 04109 Leipzig, Germany; via e-mail to training@eex.com; via fax to +49 341 2156 429.
- 10.4 The revocation right does not apply to contracts relating to the delivery of goods prepared according to customers' specifications or to goods which have evidently been tailored to meet personal requirements, and for the delivery of audio or video recordings or software once the consumer has removed the seals from the data carriers supplied.
- 10.5 Furthermore the right of revocation shall expire prematurely if the contract or rather the training service has been fulfilled by EEX prior to the expiration of the revocation period.

11. Applicable law and legal venue

- 11.1 All legal transactions concluded taking into account these General Terms and Conditions are governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods.
- 11.2 In as far as legally permissible, Leipzig shall be the legal venue for all dispute resolution under this contractual relationship.

12. Written form and severability clause

- 12.1 The parties hereto undertake to effect amendments and modifications of these terms of contract in writing. This also applies to the written form requirement according to this Section 12 of these General Terms and Conditions.
- 12.2 In case individual provisions of this contract are or should become ineffective, this shall not affect the validity of the remainder of the provisions. The invalid provision shall be replaced by an effective provision corresponding as closely as possible to the intended aim pursued.