



## “VAUDE Academy” General Terms and Conditions

### 1. Scope of Application

- 1.1 These General Terms and Conditions (hereinafter referred to as “**GTC**”) apply to all contracts governing the retention of services relating to presentation and training activities as well as organizational and consulting services (hereinafter referred to as “**Contractual Service**”) concluded between VAUDE Sport GmbH & Co. KG, VAUDE-Strasse 2, D-88069 Tettngang-Oberesenbach (hereinafter referred to as “**VAUDE**”) and the contractual partner (hereinafter referred to as the “**Customer**”), even if they are not mentioned in subsequently concluded contracts.
- 1.2 The offering from VAUDE is directed exclusively towards customers who are entrepreneurs. “Entrepreneur”, as defined in Section 14 of the German Civil Code (BGB), is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or her or its trade, business, or profession.
- 1.3 Any conflicting, additional general terms and conditions of the Customer or ones that deviate from these GTC shall not become part of the contract, unless VAUDE expressly agrees to their validity in writing. These GTC also apply if VAUDE retains a service from the Customer with knowledge of his or her conflicting or deviating conditions without reservation.
- 1.4 Any rights to which VAUDE is entitled in accordance with statutory provisions beyond these GTC shall remain unaffected.

### 2. Contract Conclusion

- 2.1 All offers from VAUDE are without obligation and non-binding, provided they are not expressly designated as binding.
- 2.2 VAUDE reserves all rights to the offer documents (especially industrial property rights). Offer documents may not be made accessible to third parties.
- 2.3 With his or her booking, the Customer offers the binding conclusion of a contract for performance of the Contractual Services. VAUDE is entitled to accept the contractual offer

**Sparkasse Bodensee**  
Acc. 20813481  
Sort code 690 500 01  
BIC SOLADES1KNZ  
IBAN DE02 6905 0001 0020 8134 81

**Landesbank Baden-Württemberg**  
Acc. 5435  
Sort code 600 501 01  
BIC SOLADEST  
IBAN DE53 6005 0101 0001 3754 35

**Commerzbank Villingen**  
Acc. 1576172  
Sort code 694 400 07  
BIC COBADEFFXXX  
IBAN DE13 6944 0007 0157 6172

**DZ Bank**  
Acc. 145493  
Sort code 500 604 00  
BIC GENODEFFXXX  
IBAN DE24 5006 0400 0000 1454 93

**Volksbank Allgäu-West eG**  
Acc. 326970029  
Sort code 650 920 10  
BIC HENODES1WAN  
IBAN DE96 6509 2010 0326 9700 29

**Postgiroamt Stuttgart**  
Acc. 82763705  
Sort code 600 100 70  
BIC PBKDEFF  
IBAN DE45 6001 0070 0082 7637 05



of the Customer contained in the booking within two weeks of receipt by sending a booking confirmation to the Customer. The booking confirmation can be issued in writing, in textual form, or electronically. A valid contract with the Customer comes into force upon confirmation of the booking by VAUDE.

### **3. Scope of Service**

- 3.1 The order confirmation from VAUDE is authoritative for the scope of the Contractual Service under consideration of the present GTC. Verbal commitments or arrangements prior to the order confirmation are not binding and are superseded by the order confirmation, provided that the respective order confirmation does not expressly make them binding in writing.
- 3.2 VAUDE will perform the Contractual Services in accordance with the generally recognized rules of technology and in compliance with the mandatory legal regulations valid at the time of the contract conclusion and with the level of care customary in the industry. The timely and proper participation of the Customer is a precondition for VAUDE's compliance with its service obligations.
- 3.3 VAUDE is not liable for the correctness, currency, completeness, and quality of the contents of the Contractual Services. The Customer should always check the information independently before he or she uses it as a basis for his or her business activities.
- 3.4 VAUDE shall only be liable for a successful outcome if and insofar as agreed in writing.

### **4. Changes to the Scope of Service**

- 4.1 Prior to the conclusion of a contract, VAUDE may at any time change the scope of service. The Customer shall be informed of changes prior to submitting his or her customer offer.
- 4.2 Changes to the scope of services compared to the agreed content of the contract, which may become necessary after the contract conclusion and before performance of the Contractual Service and which are not undertaken by VAUDE in bad faith, are permissible only insofar as the change is reasonable for the Customer. Only those changes are reasonable for the Customer which do not change the overall character of the originally agreed scope of service, and which become necessary due to circumstances arising after the contract conclusion that VAUDE was not aware of at the time of contract conclusion and that were also not foreseeable for VAUDE in the course of a proper assessment of the feasibility of the scope of service.



- 4.3 VAUDE must immediately inform the Customer of service changes after becoming aware of the reason for the change.
- 4.4 In the case of a change to the scope of service which is reasonable for the Customer, the Customer shall be entitled, within a reasonable period set by VAUDE upon notification of the change, to either accept the change, withdraw from the contract, or demand participation in a scope of service offered as a replacement insofar as VAUDE has made such an offer. Should the Customer not respond within the specified period, the changed offer from VAUDE is considered to be accepted. Should the Customer choose to withdraw, any payments already received will be reimbursed with the flat fee deducted (see Section 10).
- 4.5 In the event of a change to the scope of service which is unreasonable for the Customer or a deviation from certain specifications of the Customer that have become contractual content, the Customer shall be entitled, within a reasonable period set by VAUDE upon notification of the change, to either accept the change, withdraw from the contract at no charge, or demand participation in a scope of service offered as a replacement insofar as VAUDE has made such an offer. Should the Customer not respond within the specified period, the changed offer from VAUDE is considered to be accepted. Should the Customer choose to withdraw, any payments already received will be reimbursed with no deduction of the flat fee (see Section 10).
- 4.6 Any potential warranty or liability claims remain unaffected by the provisions in Sections 4.1 to 4.5.

## **5. Property Rights on Training Materials**

- 5.1 VAUDE reserves all rights (especially industrial property rights) to the training materials that VAUDE provides to the Customer. Training materials are both existing documents at VAUDE, such as fact sheets, handouts, and training exercises, and also the materials created for a specific event, such as the presentation or audio and video files.
- 5.2 Insofar as VAUDE entrusts the Customer with the training materials as part of a training event or independently thereof (e.g. through sale) and unless otherwise agreed in writing, the Customer and his or her employees shall receive a simple, non-transferable right of use to the training materials without restriction in terms of location and time. Any disclosure to third parties, meaning people who are neither colleagues nor employees of the Customer, or public dissemination or publishing of training materials is not permissible. In particular, sharing audio or video files and digital presentations or scripts in publicly accessible Internet portals is prohibited.



## **6. Photo and Video Recording, VAUDE Logo**

### 6.1 Recordings of participants

VAUDE may create photographs or videos of participants in the events within the scope of a photo/video log. VAUDE shall make these photo/video logs available only to the participants of the event in the learning environment and shall use them internally for documentation of the event.

Should VAUDE want to release the photos or videos for marketing or informational purposes, VAUDE shall obtain special consent from the Customer in advance regarding the release.

### 6.2 Use of the VAUDE logo

All texts and the use of image material and the logos of VAUDE and the VAUDE Academy for announcements and communications regarding the event must be approved by VAUDE in advance.

### 6.3 Recordings of speakers

Within the scope of the offer, the speakers from VAUDE issue their consent to the creation of photographs and audio or video recordings. The Customer may use these photographs or recordings in short excerpts for the purposes of public reporting, provided that they enable general conclusions regarding the topic of the training event but not regarding its contents. Permission for other uses must be obtained in writing from VAUDE. In turn, the Customer undertakes to make the material created available to VAUDE digitally via e-mail (academy@vaude.com) and to grant VAUDE the right to use the material for the public relations work of the VAUDE Academy.

## **7. Rights to Work Results**

7.1 The Customer shall receive the exclusive, non-revocable, and non-transferable right to use the work results of a consultation by VAUDE without restriction in terms of location and time, particularly for its commercial utilization in all forms, including for as yet unknown forms of use.

7.2 VAUDE may also use the work results without limitation insofar as possible while upholding the confidentiality of the Customer, the information and contributions provided by the Customer, and the specific product developed.



## **8. Obligations of the Customer**

- 8.1 The Customer shall be obligated to provide technical assistance (“cooperative measures”) at his or her own cost and in compliance with all safety regulations and safety measures, if and insofar as the respective services are necessary for performance of the agreed services by VAUDE and are not expressly offered by VAUDE.
- 8.2 In the case of services performed by VAUDE at the Customer’s events and/or at the Customer’s facilities (in-house seminars), the Customer shall be obligated to provide a suitable room with the necessary media and training devices at no charge.
- 8.3 In the case of services to be performed online by VAUDE, the Customer shall be obligated to establish and maintain the system requirements necessary for utilization of these services. A prerequisite for using the VAUDE Academy services performed online is use of a modern Internet browser (e.g. Chrome, Firefox, Safari) in its most up-to-date version. The display, functional scope, and user-friendliness may be available only to a limited extent when using certain browsers/operating systems, such as on mobile devices (smartphones, tablets). When necessary, VAUDE shall be entitled to refuse to perform the services on a specific browser and direct the Customer to use an alternative browser. The prerequisite for this is that it is possible for the Customer to use this alternative browser free of charge with his or her operating system. In addition, Internet access with a sufficient speed of data transmission is required.
- 8.4 Should VAUDE make login data available, the Customer shall be obligated to keep his or her login data (username and password) secret and to protect it from unauthorized use by third parties. Should there be reasonable suspicion that the login data has been misused, the Customer shall be obligated to immediately inform VAUDE of this.

## **9. Prices / Payment**

- 9.1 The price for services is determined in accordance with the respective offer. The price is fundamentally denominated in EURO. The statutory sales tax is not included in the price and shall be listed separately in the invoice at the rate legally valid on the invoice date.
- 9.2 Training materials are not included in the agreed price unless otherwise agreed in writing by the contractual parties.
- 9.3 Should services be performed at VAUDE facilities and should the parties have not agreed otherwise in writing, food and drink for lunch and breaks shall be covered by the price, but not travel and accommodation costs, which shall be covered by the Customer.



- 9.4 Travel and catering costs are specified in the non-binding offer from VAUDE. Incurred accommodation costs are charged separately according to expenditure (hotel costs: maximum EUR 150.00 per night).
- 9.5 The Customer must send payments to the VAUDE account listed in the invoice at no charge and with no deductions within 14 days of receiving the invoice. A payment shall be deemed to have taken place when VAUDE has the amount at its disposal.
- 9.6 Counterclaims by the Customer shall only then entitle him or her to offset costs and to assert a right of retention when they are deemed enforceable by law or are indisputable. The Customer shall furthermore only be entitled to assert his or her right of retention if his or her counterclaim is based on the same contractual relationship.

## **10. Termination**

- 10.1 The Customer may withdraw from the contract at no cost at least 30 calendar days prior to the beginning of performance of the Contractual Service.
- 10.2 Should the Customer withdraw 29 calendar days prior to performance of the Contractual Service or fail to appear on the agreed date of the event, the Customer can demand reimbursement of the previously paid fee minus a withdrawal fee in accordance with the following provisions, provided that VAUDE is not responsible for the withdrawal.
- 10.3 The flat-rate withdrawal fees are as follows. They are determined based on previously paid remuneration minus the value of expenditures saved by VAUDE as well as minus what VAUDE earns through other use of the Contractual Service. The following flat-rate withdrawal fees also consider the time frame between the notice of withdrawal and the beginning of performance of the Contractual Service. They shall be justified to the Customer upon request. The Customer is reserved the right to prove that the withdrawal fees are lower than the following flat rates. VAUDE reserves the right to prove that damages or expenditures higher than the flat-rate withdrawal fees have been incurred.
- In the event of a cancellation 29 to 14 calendar days before the start of performance of the Contractual Service, 25 % of the offer price shall be charged as the withdrawal fee.
  - In the event of a cancellation 13 to 7 calendar days before the start of performance of the Contractual Service, 50 % of the offer price shall be charged as the withdrawal fee.



- For cancellations 6 calendar days or less before the start of performance of the Contractual Service or in the event of non-utilization of the Contractual Service, 100 % of the offer price shall be charged as the withdrawal fee.

## **11. Force Majeure**

- 11.1 In the event of a hindrance to performance of the services owed according to the contract due to force majeure and other disruptions for which neither party is responsible, the affected party shall be obligated to immediately report the occurrence and the elimination of force majeure. The party shall be obligated to make every endeavor to rectify the force majeure and to limit its impact as much as possible.
- 11.2 A case of force majeure occurs with any unforeseeable, severe event such as, in particular, war, terrorist activity, epidemics or pandemics, which lie outside the influence of a contractual party and which entirely or partially prevent a contractual party from fulfilling its obligations, including fire damages, floods, and official directives.
- 11.3 The contractual parties undertake to adjust the contract to the changed circumstances in good faith. For the duration and in the scope of the direct and indirect impacts, the contractual parties shall be freed from their contractual obligations and shall thus owe each other no damages. Additionally, each party shall be entitled to terminate the contract for good reason should it become foreseeable that the hindrance will last longer than 60 days. In these cases, claims for damages are excluded in the absence of fault.
- 11.4 VAUDE shall be entitled to bill the Customer for any expenses accrued by VAUDE in good faith prior to the date of termination.

## **12. Liability**

- 12.1 VAUDE shall be liable to the Customer for all contractual, quasi-contractual, statutory, and tortious claims to damages and expenditures due as follows:

VAUDE is liable for any legal reason without restriction

- a) in the event of malice or gross negligence,
- b) in the event of willful or negligent injury to life, body, or health,
- c) in the event of assumption of a warranty for the quality of the service or any other warranty,
- d) in the event of fraudulent concealment of deficiencies, or



e) due to compulsory liability (such as in accordance with product liability law).

12.2 Should VAUDE negligently violate an essential contractual obligation, the liability shall be limited to the foreseeable damages typical of the contract concerned, provided that VAUDE does not assume unlimited liability as per Section 12.1. Essential contractual obligations are obligations which the contract imposes on VAUDE according to its content in the interest of achieving the contractual purpose, whose fulfillment in the first place enables the proper execution of the contract and compliance with way may be expected by the Customer at all times.

12.3 The liability of VAUDE is otherwise excluded.

12.4 The liability regulations in Section 12.1 to Section 12.3 also apply with regard to the liability of VAUDE for its vicarious agents and legal representatives.

### **13. Privacy Policy**

13.1 The processing of personal data within the scope of registration and use of the service of the VAUDE Academy is conducted in accordance with the special data protection provisions of VAUDE, which are accessible at <https://www.vaude.com/en-INT/Service/Privacy-Policy/>.

### **14. Final Provisions**

14.1 The law of the Federal Republic of Germany applies to all legal relationships between VAUDE and the Customer excluding the respective conflict-of-law rules (IPR) and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2 The exclusive place of jurisdiction for all disputes arising from and in connection with these GTC is Tett nang, Germany. VAUDE reserves the right to pursue the Customer in all other legal jurisdictions.

14.3 Should individual provisions of these GTC be or become entirely or partially void or invalid, or should the contract be or become void, this shall not affect the remainder of the GTC. Statutory law shall apply in their place. Should statutory law not be available in the respective case due to a regulatory loophole or should it lead to an unacceptable result, the parties shall enter into negotiations and replace the invalid provision with an effective arrangement that comes as close as possible to the invalid one in economic terms.

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As of: December 2020