

TERMS & CONDITIONS OF TRAINING OF TRACETRONIC GMBH

1 Subject matter

These Terms and Conditions of Training form part of the Standard Terms and Conditions of TraceTronic GmbH (hereinafter referred to as “TraceTronic”). They apply to all training events provided by the company TraceTronic and apply between TraceTronic and the customer or client (hereinafter referred to as “Customer”).

These Terms and Conditions of Training apply in addition to the General Terms and Conditions of TraceTronic (<https://www.tracetrionic.com/gtc/>), and are fully applicable over and above them.

These Terms and conditions apply exclusively. The Customer’s alternative, contrary or supplementary terms and conditions, even if known, shall not form part of the contract, unless their validity is expressly agreed in writing. In particular, silence on the part of TraceTronic with regard to such deviations shall not be construed as acknowledgement or consent, not even in the case of future contracts. TraceTronic’s terms and conditions shall apply instead of any general terms and conditions of business of the customer, even if according to these the acceptance of the order is intended as unconditional acceptance of the general terms and conditions.

2 Conclusion of contract

TraceTronic generally offers Basic and/or Advanced training events and/or individual workshops in the use of TraceTronic’s proprietary tools: ECU-TEST, TRACE-CHECK and TEST-GUIDE. These training events can be booked or reserved directly at one of TraceTronic’s locations (“In-house Standard Training”) or alternatively directly on-site at the Customer’s location (“External On-site Training”). In-house Standard Trainings may be attended by one or more participants from the Customer’s company, whereas multiple participants must be booked before External On-site Trainings can be arranged.

2.1 Special case: In-house Standard Training

By submitting the completed and undersigned TraceTronic training registration form, the Customer is confirming to TraceTronic the binding attendance of the training participant at the selected training. A limited number of participants can attend the training. The incoming registrations will be considered in the order in which they arrive, until the maximum number of participants is reached. The In-house Standard Trainings for the relevant current year are listed on the webpage (<https://www.tracetrionic.com/products/trainings/>).

The registration period ends 14 days before the respective training. A training contract is established once TraceTronic has issued the confirmation of registration.

2.2 Special case: External On-site Training

Registrations for training events at the Customer’s location are arranged upon request. A quotation is issued by TraceTronic and an order placed by the Customer, e.g. via email (sales@tracetrionic.de). The minimum/maximum number of participants will be set out in the relevant quotation. With External On-site Trainings, the Customer will assume the travel costs incurred by the trainer in connection with the training.

3 Contents of the training

The training contents correspond to the status at the time of printing. TraceTronic reserves the right to amend the contents at any time in accordance with updates and advancements made regarding TraceTronic software products. TraceTronic does not extend any guarantee and accepts no liability whatsoever for the currency, completeness, usefulness and quality of the training contents.

Furthermore, TraceTronic reserves the right to make content-related and/or organizational changes within the scope of the training in exceptional cases. This also includes changing the advertised instructor or changing the event location. The quality of the training shall remain unaffected. TraceTronic will inform the Customer in sufficient time of these changes. The Customer shall not be entitled to a reduction of the training fees in the event of change of a trainer, a change of venue or a change of content.

4 Prices and conditions of payment

All training fees, as well as the trainer’s travel costs are net costs, and are subject to the statutory rate of value-added tax. The training fee is payable without deduction within 30 days following the issue of the invoice.

5 Cancellation of training events by TraceTronic

TraceTronic may cancel the event for good cause. This applies in particular if the minimum number of participants is not reached with regard to clause 2.1 or if the trainer is unavailable at short notice with no possibility of using a substitute trainer or due to force majeure.



The Customer will be promptly informed and notified in good time of possible alternative dates, and payments already made may be refunded up to the amount of the relevant attendance fee. All other claims are excluded.

6 Cancellation/withdrawal by the Customer

Any cancellation by the Customer must be made in writing by letter, fax or email. The relevant date of the notice to cancel is the date it is received. Training events described in No. 2 may be cancelled free of charge up to 14 days prior to the start of the training. In the event of a withdrawal or cancellation up to the 5th day prior to the start of the training, in order to cover the costs, the Customer will be charged a cancellation fee amounting to 50% of the training fee as well as 50% of the travel costs incurred in the case of External On-site Trainings.

If the training is cancelled at a later date, the Customer will be obliged to pay the full training fee, together with the full travel costs of the trainer in the case of External On-site Trainings. The Customer is entitled, prior to the training in question, to designate one or more participants other than those registered; in this case, the names and addresses of the new participants must be stated. This rebooking is free of charge to the Customer.

7 Copyright

The training documents and materials in physical and/or electronic format („documents“) are protected by copyright. It is prohibited to record them in data processing media, to translate, to reprint, to publish, to duplicate and to distribute them in physical and/or electronic form to third parties and/or within the Customer's company. The use of these copyright-protected documents is restricted to their use in connection with the training. The recording (tape or digital) and reproduction of audio and video recordings of the training event is prohibited as well.

8 Disclaimer

TraceTronic's liability is limited to willful intent and gross negligence. Liability for damages arising from injury to life, body and health, for defects which are fraudulently concealed and for claims in accordance with the German Product Liability Act shall remain unaffected.

In the event of a breach of material contractual obligations – i.e. obligations the fulfilment of which is essential to the proper performance of the contract, and compliance with which the Customer can normally rely upon - TraceTronic shall also be liable for ordinary negligence but this is limited to reasonably foreseeable damage typical for this type of contract.

No liability shall be assumed for lost profits, loss of data or other consequential damages.

Insofar as the liability of TraceTronic is excluded or limited, this shall apply equally to the ordinary negligent breach of obligations by vicarious agents of TraceTronic.

9 Non-disclosure

The Customer shall only use information, documents, materials and equipment received in connection with the training only for the purpose of performing the training contract. The Customer will treat all information, documents, materials and resources, the conclusion of this contract as well as its object and content as confidential, and ensures that Customer's employees also comply with this obligation.

10 Data protection

TraceTronic will electronically store and automatically process personal data for the sole purpose of performing the training and the contract, and in order to send further information concerning future training events organized by TraceTronic. Only the data protection provisions contained in TraceTronic's Privacy Policy (<https://www.tracetrionic.com/privacy-policy/>) shall apply.

11 Miscellaneous

These terms and conditions are governed solely by the law of the Federal Republic of Germany.

The exclusive place of jurisdiction is Dresden.