

A.

**Information prior to conclusion of contract**

**1. Contractual partner**

Your contractual partner (hereinafter "**Sennheiser distribution partner**") is the distribution partner in the respective country of:

**Sennheiser electronic GmbH & Co. KG**

Am Labor 1  
30900 Wedemark  
Germany  
Tel.: +49 (0) 5130 600 - 0  
Fax: +49 (0) 5130 600 - 300  
VAT number: DE 115055014  
Hanover Local Court HRA 120100  
Chairman of the Supervisory Board: Prof. Dr. sc. techn. Jörg Sennheiser

Sennheiser accepts your registration on behalf of the Sennheiser partner.

**2. Conclusion of the contract**

Your order constitutes an offer to our Sennheiser distribution partner for the conclusion of a contract. If you submit such an offer, we shall check it on behalf of the Sennheiser distribution partner and shall either send you an acceptance of your offer or a request to change your offer or specify it more clearly. The contract is concluded exclusively between you and the Sennheiser distribution partner. Sennheiser only acts on behalf of the Sennheiser distribution partner.

**3. Description of services**

Sennheiser shall provide the agreed training services. For a detailed description of the services to be provided by Sennheiser and the key features of such services, please refer to the offers on [www.sennheiser-soundacademy.com](http://www.sennheiser-soundacademy.com).

The services shall be provided on the basis of the prices quoted. Payments should be made to the account of the Sennheiser distribution partner of which you will be informed.

**4. Information concerning warranty and guarantees**

No separate guarantees or warranty commitments are offered for the services to be provided.

**5 Information about rights of revocation**

Upon conclusion of contracts exclusively by the use of means of distance communication, consumers shall be granted a right of revocation subject to the following provision: Means of distance communication are means of communication which can be used to initiate or to enter into a contract without the simultaneous physical presence of the parties to the contract, more especially letters, catalogues, telephone calls, faxes, emails as well as radio, teleservices and media services.

**Right of revocation**

You may revoke your contractual declaration within one month in writing without stating the reason (e.g. by letter, fax, e-mail). The term shall commence upon receipt of this written information concerning your rights, however, not before the conclusion of contract and not before we have fulfilled our obligations to inform you in accordance with § 312 c, sub-section 2 of the German Civil Code (BGB) in conjunction with § 1 sub-section 1, 2 and 4 of the Regulation on Information Duties related to the German Civil Code (BGB-InfoV) and not before we have fulfilled our obligations in accordance with § 312 e sub-section 1 S. 1 of the German Civil Code in conjunction with § 3 of the Regulation on Information Duties related to the German Civil Code. The revocation period shall be considered observed if the revocation is sent in due time. The revocation should be sent to:

Sennheiser electronic GmbH & Co. KG  
Am Labor 1  
30900 Wedemark  
Germany  
[Sound-academy@sennheiser.com](mailto:Sound-academy@sennheiser.com)  
Fax: +49 (0) 5130 600 - 300

### **Consequences of the revocation**

In the event of a valid revocation, any mutually received services and payments, and any profit derived therefrom (such as interest), shall be returned. In the event that you are unable to return the services received in their entirety or at all, or where you can only return them in a deteriorated state, then you will be liable to pay compensation to us accordingly. Obligations to refund payments must be fulfilled within 30 days. The term shall begin for you when you send your declaration of revocation and for us upon receipt of such declaration.

### **Important information**

Your right of revocation concerning services lapses prematurely if your contractual partner has started to perform the services before the end of the term of notice for the revocation with your express consent or if you have arranged for the services to be commenced.

### **End of the information about rights of revocation**

## **B. General Terms and Conditions of Business of Sennheiser electronic GmbH & Co. KG for participation in seminars organised by Sennheiser Sound Academy**

### **1. Subject matter of the contract**

- 1.1 These General Terms and Conditions of Business shall apply for participation in training events organised by the Sennheiser Sound Academy. Training events shall be held by Sennheiser electronic GmbH & Co. KG (hereinafter „Sennheiser“) and third parties appointed by Sennheiser, such as local Sennheiser training partners. The training services shall be provided on the basis of a contract of service; no specific training success is guaranteed.
- 1.2 Sennheiser organises and holds a number of different training events. The content and scope of each training event and the form of the event (e-learning, face-to-face training or blended learning) as well as the ancillary services related to the event are described in the respective seminar programme.
- 1.3 In order to communicate the training content via e-learning or blended learning, Sennheiser shall provide technical support for the e-learning, both with respect to the teaching and learning platforms required. When performing the contractual services, Sennheiser shall be entitled to use newer technology, systems, procedures and standards than originally offered, taking into account technological progress, provided this does not impose any unreasonable disadvantages.
- 1.4 If any changes or deviations from the originally planned content or organisation of one or more training events become necessary after conclusion of the contract, Sennheiser reserves the right to undertake such changes or deviations, provided this does not impair the overall arrangement of the training event. Sennheiser is in particular entitled to replace the trainer named in the seminar description with another trainer with similar qualifications or experience in the event of an unforeseeable hindrance.
- 1.5 After completion of the training event, participants shall receive a confirmation of participation or, if a final examination is taken, a final certificate.

### **2. Rights to training material**

- 2.1 You are aware that any training material and other material given to you in connection with Sennheiser Sound Academy training events are protected by copyright, patents, brand labels, service marks, as well as other intellectual property rights, business confidentiality rights or other statutory rights.
- 2.2 Unless expressly stipulated otherwise or unless circumstances give rise to further restrictions, Sennheiser grants you the non-exclusive, non-transferable right to save training material accessed via the Internet on one single computer for your own personal use and to print out the material for your personal use, provided no copyright notices nor any other notice related to protected rights are affected.
- 2.3 You may only use the training material for lawful purposes.
- 2.4 Training material that is provided via the Internet may contain technical mechanisms that exclude certain uses; for example, it may be technically impossible to save the material on a computer. You prom-

ise not to bypass such mechanisms; these mechanisms constitute a tacit restriction on the permissible scope of use. This also applies in cases where such technical mechanisms can be bypassed using known procedures.

- 2.5 You are not authorised to duplicate, distribute, reproduce or process the training material, nor to make it publicly accessible or to use it in any other way in a changed or unchanged form, unless you have been granted a licence, expressly granting consent to such.
- 2.6 If you duplicate, distribute, reproduce or process the training material, or make it publicly accessible or use it in any other way in a changed or unchanged form that is not permitted under the terms of the licence granted, the rights granted under this licence shall end automatically.

### **3. Obligations of the user**

- 3.1 You confirm and assure that all personal information and other relevant contractual data provided in connection with the conclusions of contract are correct and complete. You are obliged to notify Sennheiser immediately in the event of any change to this data.
- 3.2 You declare and confirm that you are bound to comply with these General Terms and Conditions of Business and the scope of licences granted with these General Terms and Conditions of Business.
- 3.3 You are obliged to keep strictly confidential any passwords and other access information for online and offline content given to you by Sennheiser for the purposes of performing this contract and to inform Sennheiser immediately if you discover that any unauthorised third parties have gained knowledge of passwords and other access information.

### **4. Cancellation and changes to bookings**

- 4.1 Sennheiser grants you the possibility to cancel your binding registration for a training event in writing up to 6 weeks before the event free of charge. The date of receipt of the cancellation by Sennheiser is decisive. Any seminar fees already paid will be refunded.
- 4.2 If written cancellation is received after the deadline stated in sub-section 1, a lump sum cancellation fee of 50 % of the seminar fee will be charged. Any seminar fees already paid that are in excess of these cancellation fees will be refunded. If written cancellation is received 3 weeks before the training event, the seminar fee is due in full.
- 4.3 If you do not attend a training event as agreed without having cancelled in advance, you are obliged to pay the seminar fee in full. The Sennheiser distribution partner must, however, offset the value of any expenses saved as a result of your failure to show.
- 4.4 Training services may also be transferred to another person named by you subject to Sennheiser being notified in writing.
- 4.5 Training events already booked may also be changed. Changes to bookings up to 6 weeks before the event are free of charge. If changes to bookings are made after the deadline stated above, a fee of 30 % of the seminar fee will be charged (based on the training event initially booked).
- 4.6 If Sennheiser has stated a minimum number of participants for a particular training event and this minimum number is not reached, Sennheiser may cancel the training event subject to one week's notice before the event. Sennheiser will inform participants immediately it is clear that the minimum number of participants will not be reached. If the event is cancelled by Sennheiser, all fees already paid will be refunded in full.
- 4.7 The contract may be terminated by either party for an important reason without notice. Sennheiser is entitled to cancel the training event without notice in particular when the tutor/trainer named in the training programme falls ill suddenly or is unable to carry out the event for another important reason and if Sennheiser is unable to find a substitute person with similar qualifications and/or experience, despite considerable effort to do so.

### **5. Terms of payment**

- 5.1 Unless the parties expressly agree otherwise, the prices quoted by Sennheiser upon conclusion of contract apply.
- 5.2 All prices are subject to statutory VAT.

- 5.3 Unless otherwise agreed, the contractually agreed price shall be paid up to 3 weeks before the start of the training measure.
- 5.4 Invoices shall be issued by Sennheiser or a third party authorised by Sennheiser, for example the local Sennheiser training partner responsible for carrying out the training event on behalf of Sennheiser.
- 5.5 If the seminar fee has not been paid, you may be excluded from the training event.
- 5.6 Non-participation or partial participation in the training measure does not entitle you to reduce or lower the seminar fees.

## **6. Liability**

- 6.1 Sennheiser assumes unlimited liability if you assert claims based on wilful intent or gross negligence as well as in cases where Sennheiser has promised warranted properties or where faults have been fraudulently concealed. Sennheiser also assumes unlimited liability in the event of culpable damage to life, limb or health.
- 6.2 In all other cases of negligence, Sennheiser shall only be liable if an obligation has been violated which is of special significance for the purpose of fulfilling the contractual purpose (cardinal obligation). The term cardinal obligation is an abstract description for such obligations that must be fulfilled in order to be able to perform the contract at all and which the contractual parties may usually expect to be fulfilled. In the event of such a violation of a cardinal obligation, liability is limited to the foreseeable damage upon conclusion of the contract.
- 6.3 Liability subject to the terms of the German Product Liability Act remains unaffected.
- 6.4 Sennheiser excludes any liability over and above the afore-mentioned.

## **7. Secrecy**

- 7.1 Within the framework of the services to be performed under this contract, it is possible that Sennheiser will furnish you with confidential information. You are obliged to maintain strict secrecy concerning all information received in connection with this contract and not to make it accessible to third parties.
- 7.2 This obligation to maintain secrecy shall also apply after the expiry of this contract.
- 7.3 The obligations ensuing from this confidentiality clause do not apply to information which (i) has become rightfully known to you without violation of this confidentiality clause, (ii) has become accessible to the public through no fault of yours, (iii) has been developed by you independently without the use of Sennheiser's confidential information or (iv) is made generally accessible to the public by virtue of a legally effective decree passed by a court of law or a state authority.

## **8. Data protection**

- 8.1 In order to settle this contract, Sennheiser will collect, save and process data in compliance with the valid data protection provisions.
- 8.2 You herewith agree that your e-mail address may be given to other course participants in the course for which you are registered.
- 8.3 For further details on this subject, please refer to our data protection declaration, which may be accessed on our website at any time in a printable form.

## **9. Final provisions**

- 9.1 This contract shall be subject to the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 9.2 The sole place of jurisdiction is Hanover, Germany, in so far as permissible.
- 9.3 If any provision in these General Terms and Conditions of Business shall be invalid, then the remaining provisions shall retain their validity. The invalid provisions shall be replaced by a provision that corresponds as closely as possible to what the parties intended on consideration of the economic aspects of this point. The same shall apply in the event of any supplements being required to these provisions.