

Siemens Power Academy TD Deutschland (SI EA PLM PA)



General Terms and Conditions for Trainings with Siemens Power Academy TD

1. Registration

Registrations for the training must be made in written form or electronically by using the form or at www.siemens.com/poweracademy. By registering, you accept our general terms and conditions for trainings with Siemens Power Academy.

2. Registration confirmation

You will receive a confirmation of the desired training, date and price of the training. If we cannot comply with your preferred date, we will send you a respective message with an alternative date. Please inform us within 14 days if you cannot keep this date. Available alternative dates which are not cancelled explicitly and in due time are deemed accepted. The contract only comes into existence after written confirmation by Siemens Power Academy.

3. Services provided by Siemens Power Academy

Our services comprise

- conducting the training
- providing accompanying documents
- providing the required equipment
- issuing a certificate of participation as proof of the participation in the training. However, participants are only entitled to that if they attended at least 80 % of the seminar.

The description of the training contents is consistent with the status at the time of issuing. We reserve the right to make changes and modifications to comply with the current state of the art and further developments. Thus there can be deviations from the description in individual cases. The current descriptions are available online at: www.siemens.com/poweracademy

4. Prices and payment conditions

Please find the training prices in the respective description in the catalogue. The catalogue prices do not include accommodation and travel expenses. Please obtain the scope of services and the prices for special trainings from the quote. The prices are to be understood plus value added tax in the amount required by law. After completing the training, participants will receive an invoice payable net within 14 days. The payment for internal participants is effected via internal procedures according to the internal specifications.

5. Cancellation by the registered person

The registered person has the right to appoint replacement participants if these are acceptable for Siemens. We will charge the confirmed prices for registered and confirmed training places which are not utilized. In cases of written deregistration up until 28 days before the start of the training, this cancellation will be free of charge. Up until 14 days before the start of the training, only 10 % of the training and after that 50 % of the training will become due unless the registered person proves that only little damage has occurred to Siemens Power Academy. The decisive date for the determination of the time limits is the receipt of the written deregistration at Siemens Power Academy.

6. Copyright and copyright protection

It is not allowed to copy training documents for purposes not authorized by Siemens Power Academy or to otherwise use them without the express approval by Siemens Power Academy. Software made available by Siemens for training purposes must not be removed, nor copied either wholly or in part or used in any other form for which consent has not been obtained. Video tapings or recordings of discussions are prohibited.

7. Safety regulations

The participants are obliged to comply with the applicable safety and accident prevention regulations at the respective Siemens premises as well as with the valid regulatory provisions and directives, in particular access regulations.

8. Liability

In the trainings and the training documents, we impart technical information to the best of our knowledge and belief in the scope as presented in the training descriptions. We cannot guarantee that the information in the training or in the training documents is always flawless (e. g. typos). Siemens Power Academy is liable for personal damage caused by Siemens Power Academy according to the legal provisions. Siemens Power Academy is liable for property damages caused by Siemens Power Academy for costs of restoring the property up to a maximum amount of EUR 25,000 per damaging event. In the event of damage to data storage media, the duty of replacement shall not comprise the cost of recovering or otherwise replacing lost data. Claims for damages beyond those expressly set out in these conditions for whatever legal reason, in particular claims in respect of interruptions in operation, loss of profit, loss of information or data or consequential harm or damage caused by defects, shall be excluded unless mandatory liability applies in accordance with, for example, product liability law, or where harm or damage results from intent or gross negligence, failure to provide assured properties, or a breach of major contractual obligations. The recovery of damages for a breach of substantial contractual obligations is, however, limited to the foreseeable damage typical for the type of contract, except in the event of intent or gross negligence or injury to life, body or health. If events take place in the facilities and on the premises of a third party, Siemens Power Academy shall not be liable to the participants for accidents, loss or property damage unless the damage was caused through the fault of Siemens Power Academy or its employees.

9. Subject of change

We reserve the right to change the venue and/or date of the training, to cancel the training for essentially justified reasons (such as low number of participants, indisposition of the trainer, etc.) or to provide instructors/trainers other than those scheduled. There is no obligation to pay remuneration in case of a cancellation. In case of changes of the venue or date, the registered person has the right to cancel his/her registration in writing within 3 working days after receipt of the notification of change. Further claims to compensation or reimbursement are excluded.

10. Export control

The training contract and the contractual performance are subject to the necessary export permits being granted and to there being no other obstacles arising from German or other relevant export regulations.

11. Applicable law, place of jurisdiction

This contract is subject to the substantive law of the Federal Republic of Germany; the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The place of jurisdiction for merchants is Nuernberg.

12. Written form

Additional agreements must be made in writing.

SI EA PLM PA Nuernberg
January 2022