

1. Contractual basis

Unless other provisions have been agreed in writing with the customer as part of a special offer, order confirmation or contract, the provision of training services by Siemens Schweiz AG shall be exclusively governed by these General Terms and Conditions. The customer shall be deemed to have accepted these General Terms and Conditions on placing an order or, at the very latest, on commencement of the training course.

2. Courses

Siemens Schweiz AG will deliver the booked training course in accordance with the description in the course program, the offer made to the customer, the order confirmation or the contract. It will provide the necessary course documentation, work materials and technical aids as well as a certificate or confirmation of course attendance. Siemens Schweiz AG reserves the right to make changes to course details, locations, dates and trainers. It is entitled to further develop or update courses to reflect the current state of the art without prior notice. This may result in differences between the course description and the course content as delivered.

2.1 Courses for individual participants

All courses where a price per person is quoted in the course price list/course program can be booked by individual participants. Unless other information is specified in the course description, Siemens Schweiz AG delivers these courses on its own premises or in rooms rented for this purpose. There are restrictions on the number of participants in each course. The maximum number of participants is specified in the respective course description. In cases where a far higher number of registrations is received, Siemens Schweiz AG will endeavor to offer an alternative.

3. Cancellations, no-shows and changes to bookings

3.1 Cancellation by Siemens Schweiz AG

Siemens Schweiz AG is entitled to cancel a course at any time due to illness on the part of the trainer or other reasonable grounds. In the case of courses for individual participants, courses may also be canceled because the minimum number of participants has not been reached. The minimum number of participants is specified in the respective course description. Before canceling a course, Siemens Schweiz AG will always try to offer an alternative, i.e. talk to individual customers about switching to a different date or course location. In this case, the customer has the choice of switching the booking to a new date or deciding against participation and canceling the booking free of charge. All further claims are excluded.

3.2 Cancellations, no-shows and changes to bookings by customers

Cancellations by individual customers shall be submitted to Siemens Schweiz AG no later than 10 days prior to the confirmed start date of the course. In the case of later cancellations, no-shows or non-completion of a course, Siemens Schweiz AG reserves the right to charge the full course fee.

4. Services

A detailed description of the services provided for the course price is given in the respective course program. Unless otherwise agreed, the course price includes the following:

- course room
- required infrastructure
- course delivery, course instructor
- course documentation
- confirmation of attendance and/or certificate

In the case of courses held at customer premises, further costs may be incurred, such as the course instructor's expenses for accommodation, meals and travel.

4.1 Customer obligations for courses at customer premises

Courses with a theoretical content should take place in a room that has one of more windows and provides sufficient space for the necessary number of chairs and tables. Necessary infrastructure such as WiFi access, beamer, flipcharts, whiteboards and pinboards must be provided by the customer free of charge. The customer is responsible for organizing the catering at lunchtime and during breaks, and for providing drinking water in the course room.

In the case of courses which include practical instruction carried out directly on systems, machines or equipment, safety regulations must be observed. If necessary, the customer must organize suitable access for course participants.

4.2 Languages

The course program/price list specifies the language in which the course will be delivered. Courses in languages other than that stated in the description can be offered on request, at additional cost. Details must be agreed with course administrators.

5. Prices

All prices are quoted in Swiss Francs, not including VAT. Course fees are specified in the currently valid course program/price list. Costs for accommodation, meals and travel are not included in the course fees. If a cancellation is not received in writing at least 10 days before the course begins, the full course fee will be charged.

6. Payment terms

Unless otherwise agreed, invoices shall be payable immediately and no later than 30 days after the invoice date, without cash discount or any other deduction. Payments shall be made using the payment details on the invoice. Payment shall be deemed to have been made once the due amount is credited to the respective account of Siemens Schweiz AG.

The setting-off of such claims against counterclaims is not admissible.

7. Data protection, disclosure of the business relationship, data and information

The customer shall agree that Siemens Schweiz AG is permitted to store the customer's contact information including name, phone number, e-mail address, and the names of the participants. This information will be processed and used exclusively in the context of the existing business relationship or course participation.

The customer shall further agree that all data and information required for the business relationships or resulting from them, particularly contractual documents and all data and information required for fulfillment of the contractual obligations, belonging to and about the customer and their participants may also be stored outside Switzerland. All such data and information may furthermore be made available to Siemens AG and its affiliated group companies, particularly for the performance of the services, the fulfillment of statutory requirements or for Siemens' own internal auditing or supervision purposes, and disclosed for processing as necessary, always in compliance with respectively applicable data protection laws.

General Terms and Conditions for Training Courses of Siemens Schweiz AG (Version 2020)

8. Copyrights

The course material provided to participants is intended for their personal use only. The training documentation or parts thereof may not be copied, reprinted, translated or passed on to third parties. Course documentation may not be copied, electronically processed, distributed or passed on internally or externally in any form – even for training purposes – without the written consent of Siemens Schweiz AG. In this context, course documentation also includes any electronic knowledge products or learning systems made available to course participants. Offenders may be liable for damages.

Software made available by Siemens Schweiz AG for training purposes may not be used for any purpose other than training within the course, nor may it be copied either wholly or in part or rendered usable or disclosed in any other form for which consent has not been obtained.

The copyrights in paragraph 8 also apply in cases where the documentation and/or software used is from third-parties.

9. Safety and accident prevention regulations

The individual participants are responsible for compliance with the safety and accident prevention regulations applying to the training location.

10. Customer's responsibilities

The customer is required to report any issues without delay so that they can be remedied immediately. In addition to direct feedback, Siemens Schweiz AG gives participants the opportunity to complete an evaluation survey at the end of the course.

In cases where participants are provided with hardware or software products for use during the course, the participants must take note of the operating instructions and/or any supplied instructions/manuals. The participants will be informed as to whether these tools form part of the course (and can be retained permanently) or are being made available by Siemens Schweiz AG exclusively as a temporary loan during the course.

Any data media brought to the course by participants must not be used on computers belonging to Siemens Schweiz AG or brought into contact with them in any way.

11. Liability

All claims by the customer over and above those expressly set out in these General Terms and Conditions, on any legal grounds whatsoever, especially not expressly specified claims to compensation, price reductions, contract termination or contract withdrawal, shall be excluded. In no circumstances shall the customer be entitled to claim compensation for damages resulting from malware in copied files.

Siemens Schweiz AG shall not be liable for loss of or damage to participants' personal property.

This exclusion of liability does not apply in cases of unlawful intent or where liability is mandatory in law.

12. Applicable law, place of jurisdiction

The contract is subject to Swiss substantive law.

The place of jurisdiction for the customer and Siemens Schweiz AG is Zürich. However, Siemens Schweiz AG shall also be entitled to take legal action against the customer at its domicile or registered place of business.