

1. Applicability of the General Terms and Conditions

1.1. All transactions between the non-profit organisation "Belgian Welding Institute", with registered office at 1120 Brussels, Antoon van Osstaen 1 P.O. Box 4, and with business address at 9052 Ghent, Technologiepark Zwinaarde 935, VAT BE 0406.606.875, RLP Brussels (hereinafter referred to as "BWI") and the customer are governed by (in hierarchical descending order, with the next applying in the absence or non-application of the previous):

- (i) the signed agreement between BWI and the customer;
 - (ii) the order issued by the customer and accepted by BWI;
 - (iii) the quotation from BWI as signed, or otherwise as accepted by the customer;
 - (iv) these terms and conditions;
- (v) Belgian law.

By requesting a price, placing an order, an online or offline registration and/or by concluding a contract, the customer acknowledges having taken note of these general terms and conditions, and accepts that these shall apply to all existing and future contractual, pre-contractual and non-contractual relationships with BWI.

1.2. These general terms and conditions shall always take precedence over any terms and conditions of the customer, which shall not be enforceable against BWI, even if these state that they are the only valid terms, except in those cases where BWI has expressly agreed the application of the conditions of the customer in writing, and except for subsidised research projects (as specified in Article 2.1(ii)), in which case the provisions of Articles 22 and 23 will apply.

1.3. Any deviation from these general terms and conditions must be the subject of a separate agreement, signed by BWI. A deviation of this kind can never be considered as a precedent, and shall only apply to that particular relationship with that particular customer.

1.4. BWI reserves the right to adapt or modify these general terms and conditions at any time.

1.5. The invalidity of one or more provisions of these terms and conditions, or any part thereof, shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity of one of the provisions, BWI and the customer shall negotiate the replacement of the invalid provision by an equivalent provision in accordance with the spirit of these general terms and conditions.

2. Activities of BWI

BWI is a specialised research centre in the field of connection technologies and the weldability of materials. The services provided by BWI are covered by three major pillars:

2.1. Firstly, BWI carries out applied welding research into connection processes and the weldability of materials for industrial applications (hereafter "Research").

(i) In this context, BWI carries out individual customised research, according to the specific requirements of the customer (hereafter "Industrial Research Assignment(s)"). Such Industrial Research Assignments may consist of either the

implementation of tests and experiments, or the implementation of expertise and damage analyses.

(ii) On the other hand, BWI also conducts general research in the context of subsidised assignments (hereafter "Subsidised Research Project(s)").

2.2. Secondly, BWI also offers process guidance in the shape of: Individual consultation, assistance in the preparation of work instructions, procedures and company training programmes, always tailored to the requirements of the customers (hereafter "Consultancy"). Company training programmes, both in-house and tailored to specific customer needs, are also considered as Consultancy assignments.

2.3. Thirdly, BWI offers training programmes and events (hereafter "Training Programme(s)").

(i) These training programmes may consist of one-day seminars, symposia, user groups and workshops, and vocational and retraining assignments, the subject and date of which are determined in advance by BWI, and for which participants can enrol.

(ii) In addition, BWI also organises long-term international training programmes, which must meet established directives (hereafter "Approved Training Programme(s)").

I. GENERAL PROVISIONS

Section I. applies to all activities of BWI, i.e. Research, Consultancy, and Training Programmes.

3. Quotations

All quotations, either verbal or in writing, and price lists of BWI are entirely non-binding, and merely provide an indication. A price list cannot be regarded as an offer or a contract proposal by BWI in any way whatsoever.

3.2. Unless specified otherwise in writing, the validity of a quotation from BWI is limited to 30 calendar days.

3.3. The price estimate in the quotation is only valid on the condition that the customer has provided BWI with all the data that is necessary or useful in the implementation of the services.

4. Establishment of the Agreement

4.1. An Agreement is established:

- (i) when a contract is signed between BWI and the customer, or
- (ii) when an order issued by the customer is accepted by BWI, or
- (iii) when the customer signs a quotation issued by BWI, or when the customer confirms in any form whatsoever that he agrees with the quotation.

4.2. The Agreement consists of what is described in the quotation that was accepted by the customer, or in the contract or order form that was accepted by BWI. Any modifications and/or additions to the contract after the conclusion of the Agreement (for both additional and reduced work, see further in this Article) shall only be valid after written agreement by both parties, including with respect to the price and the delivery dates. In the absence of a written agreement from both parties regarding modifications or additions to the contract, it shall be assumed that these have been carried out in accordance with the (verbal) instructions of the customer.

All orders and components of orders that are not explicitly provided for in the quotation or Agreement shall, in any case, be deemed to be additional orders and/or additional work, and shall be charged to the customer as a supplement, regardless of whether they are the result of a change to the contract by the customer, or due to unforeseen circumstances or any other reason whatsoever. The price for these additional orders and/or additional work shall be calculated in accordance with the regulations specified in Article 6.2, and in accordance with the price list that was valid at the time the Agreement was initially concluded. Any reduction in work compared to the price estimate will be deducted from the price.

5. Cancellation of the Agreement

6. In the event of the cancellation of an Agreement by the customer, BWI reserves the right to charge the services already provided and the costs incurred to the customer, increased by a fixed sum for damages amounting to 10 % of the price (excl. VAT) of the cancelled services, with a minimum of € 100, without prejudice to the right to compensation for higher proven damage. For company training programmes, which are part of Consultancy, and Training Programs specific rules shall apply, which are described in Article 27 resp. 31.Price

6.1. Unless otherwise agreed, all prices are in euro and are exclusive of VAT and other levies or duties.

6.2. The customer will be notified in advance of the constituent components on the basis of which the fee of the services shall be calculated (i.e. the unit prices used by BWI), and which are mentioned in the quotation. The price list of BWI can at any time be subject to price changes, which can be carried out without prior notice. In any case the price list shall be updated at the beginning of each calendar year. Each price change shall take effect immediately for all new contracts signed following such price change, but not for the contracts in progress.

6.3. The customer will be notified in advance in the event that a member discount applies. This discount will be incorporated in the price.

7. Payment

7.1. All invoices are always payable in full on the due date as indicated on the invoice. Invoices are payable by bank transfer to the bank account specified on the invoice, without any deductions.

7.2. BWI always reserves the right to request an advance payment before starting the implementation of the contract, as well as reserving the right to invoice the price in instalments in accordance with the progress of the contract. BWI reserves the right to request a specific security for the payment. Finally, BWI is entitled to demand such advance payment or an additional security for the payment at the time the customer applies for measures under the Law on the Continuity of Enterprises.

If the customer is unable to comply with these requirements, or to comply with them in due time, BWI reserves the right to terminate the Agreement, in which case BWI is entitled to invoice the customer for all services already provided and all expenses that have already been incurred.

7.3. Any protest with regard to an invoice shall only be valid if it is submitted by registered letter within a period of fifteen working days following the invoice date, stating the invoice date, invoice number and a detailed justification for the protest.

7.4. BWI reserves the right to invoice electronically, subject to the (at least implicit) agreement of the customer.

8. Late payment

8.1. In case of incomplete payment or non-payment on the due date of the invoice, the outstanding invoice amount shall, without prior notice (even if a derogation has been granted) be automatically increased by:

- (i) a default interest of 1% per month overdue, whereby each started month will be considered as a whole month;
- (ii) a fixed penalty equal to 10% of the outstanding invoice amount, with a minimum of € 50, without prejudice to BWI's right to prove higher damages;
- (iii) any judicial and extrajudicial collection costs.

8.2. If the customer fails to meet his obligations, including if he fails to fulfil one or more outstanding payment obligations either fully or partially on their due date, or in the case of bankruptcy, judicial or amicable dissolution, cessation of payment,

legal actions against the customer, or any other circumstance that could undermine confidence in the creditworthiness of the customer:

(i) BWI shall no longer be obliged to (the further) implementation of the contract and BWI can immediately suspend the (further) implementation of the contract without prior notice (for example, but not limited to, the suspension of the Research or Consultancy contract, the refusal of access to the Training Programmes or to the exam in the context of the Training Programmes, or the withholding of the certificate with regard to the Training Programmes);

(ii) BWI reserves the right to automatically terminate the Agreement and all other contracts within a period of fourteen calendar days after an unsuccessful written notice to the customer, in which case BWI shall be entitled to invoice the customer for the services already provided and for the costs incurred;

(iii) the outstanding balance of all invoices, including invoices that have not yet become due, shall become automatically payable immediately.

9. Provision of services

9.1. All agreements BWI enters into are generally considered to be obligations to provide its best efforts and not to produce results. BWI shall always exercise due diligence and good faith, and shall carry out its mission to the best of its understanding and ability, without, however, guaranteeing a specific result.

It may only be assumed that BWI guarantees the achievement of a specific result if BWI explicitly commits to an obligation of result in a signed agreement or in an accepted quotation issued by BWI.

9.2. The contractual relationship between BWI and the customer is legally qualified as contracting. BWI provides the services on a fully independent basis. This independent cooperation shall not entail any relationship of subordination.

9.3. BWI reserves the right to partially outsource its contracts to subcontractors, for which BWI shall assume liability towards the customer.

For this purpose, BWI shall call in certified and accredited organisations wherever possible.

9.4. The customer is obliged to cooperate in the preparation and implementation of the services by BWI, and to provide the necessary support. This includes (but is not limited to) the provision of the necessary instructions, the mobilization of the necessary (test) specimens and/or samples, access to the required data, rooms and possibly the availability of personnel.

9.5. BWI shall be able to rely on the information provided by the customer without having to verify its accuracy. BWI shall make use of data and information provided by the customer (such as, but not limited to, dimensions, plans, sketches, drawings, models, calculations, technical descriptions and material choices) without accepting any responsibility in this respect. The customer is responsible for the accuracy and completeness of the data he provides, and indemnifies BWI from any claims of third parties in this context.

10. Notice periods

10.1. Unless expressly agreed otherwise, any specified interim milestones and delivery dates shall be merely of an indicative nature, and be approximately determined. Exceeding the foreseen delivery dates cannot give rise to the termination, cancellation or dissolution of the Agreement at the expense of BWI, or to substitution or any other penalty or damages of any kind whatsoever. Exceeding the delivery dates shall not discharge the customer of his obligations.

10.2. The aforementioned delivery dates will expire automatically and will be extended according to the following:

(i) In the case of default by the customer in any way, whereby, among other situations, BWI has no timely access to (test) specimens / samples to which the contract relates, or in the event that BWI requires additional (test) specimens / samples, if BWI has no timely access to all necessary information and instructions, or if BWI is not given access to the factories or other company premises of the customer, if such access is necessary for the implementation of the contract;

- (ii) If the customer has not paid his invoices on time;
- (iii) If the customer modifies or makes additions to the content or implementation method of the contract, or if such modifications/additions prove necessary during the implementation thereof;
- (iv) If the customer has not provided his interim approval for the continuation of the contract in time;
- (v) In cases of force majeure, as specified in Article 13.

BWI shall in no way whatsoever be liable for delays in the implementation incurred as a result of the default by the customer or a third party, unless a binding deadline has been stipulated.

11. Complaints

11.1. Research Assignments: While carrying out Research Assignments, BWI may provide the customer with interim or preliminary reports. If the customer has any comments regarding these reports, he should notify BWI accordingly in writing within a period of fourteen (14) calendar days following the date the reports were sent. To the extent possible, BWI shall make every effort to take these comments into account in the final report.

Only final reports signed by (i) the Contract Manager (as further defined in these general terms and conditions) and (ii) the BWI Director or Technical Director, are legally binding for BWI. The customer is not entitled to make claims concerning alleged errors or omissions in an interim or preliminary report in any way whatsoever.

Any complaints concerning Research Assignments shall only be admissible if they were submitted to BWI in writing within a period of three (3) months following receipt of the final report.

11.2. Consultancy Assignments and Training Programmes: The customer shall submit any complaints concerning Consultancy Assignments and Training Programmes to BWI at the latest within a period of (3) months after the provision of the consultancy (either in writing or verbally) in the context of a Consultancy assignment, or after the Training Programme has been held.

11.3. In any case, complaints shall always be submitted to BWI in writing, providing identification of the services (on the basis of the order or project number of the Research or Consultancy Assignment, or the description of the Training programme), and a detailed justification of the complaint.

In the absence of a timely written complaint, the customer shall be deemed to have irrevocably accepted the services.

11.4. After he has observed any deficiency, the customer is obliged to immediately cease the application of the results of the Research, the consultancy provided within the context of a Consultancy Assignment, the information provided during the Training Programmes and of everything to which the complaint relates, and to then make every reasonable effort – or have every reasonably effort made – to prevent any (further) damage.

11.5. The customer shall pay any costs incurred as a result of unjustified complaints.

12. Liability

12.1. BWI's liability shall always be assessed in the light of the best efforts obligation to which BWI has committed (except in the case of an explicit and written deviation thereof).

12.2. In the case of inadequate service provision, BWI's liability is in any case limited – at the option and discretion of BWI – to the (renewed) performance of the missing or inadequate services. If the (renewed) provision of the services is not (or no longer) possible or reasonable, the customer is entitled to compensation in lieu of the damage suffered.

In any case, BWI's liability shall never exceed the invoice value of the missing or inadequate services, nor shall it exceed the amount of the benefits of the insurance policies entered into by BWI. In the event of an assignment with a duration of more than three months, the liability shall always be limited to a maximum of the total amount invoiced for the services during the last three months.

The liability of BWI is in any case limited to the mandatory liability imposed by law.

12.3. BWI cannot accept any claim from the customer for indemnification by BWI for:

(i) damage caused by incorrect, unreliable, incomplete or late input from the customer or an employee of the customer, including with regard to the (test) specimens or samples that were made available, the data provided (such as dimensions, plans, drawings, models, calculations, technical descriptions, preliminary studies and the like), information (such as techniques used, materials and processes, use, repairs, treatments, etc.) and instructions with regard to BWI's service provision (such as specifications, features, applications, etc.);

(ii) damage caused during the storage of (test) specimens or samples, provided that the customer had not previously notified BWI in writing of any specific storage conditions;

(iii) damage caused by the incorrect implementation by the customer, or a third person appointed by the customer, of the final results and reporting of the Research, recommendations, concepts, drawings, plans, models and prototypes that were made available in the context of a Consultancy Assignment, information provided during Training Programmes, etc.;

(iv) damage caused to or by other products, components, machines or constructions that were manufactured by a third party on the basis of the results and reporting of the Research, recommendations, concepts, drawings, plans, models and prototypes that were made available in the context of a Consultancy Assignment, or information provided during Training Programmes, unless such damage was caused by a proven concept error by BWI;

(v) damage caused by the specific application/use of the results and reporting of the Research, recommendations, concepts, drawings, plans, models and prototypes that were made available in the context of a Consultancy Assignment, or information provided during Training Programmes etc., which was, in fact, not adapted to or suitable for the specific situation of the customer or the specific application the customer had in mind, and insofar as BWI had not been correctly, completely and timely notified in this regard prior to the provision of the services. The services provided by BWI are offered according to the basic principle that the customer has taken all necessary measures to ensure that these are suitable for use in his specific situation, and in line with his methods and objectives. The application and use of the services that are made available therefore takes place under the full responsibility and at the risk of the customer;

(vi) defects that are caused directly or indirectly by an act of the customer or a third party, regardless of whether they were caused by a fault, negligence or carelessness;

(vii) additional damage caused by the further use or application by the customer after a deficiency has been found;

(viii) damage that would not have occurred if the customer would have acted with sufficient diligence to limit the damage;

(ix) damage caused by force majeure or hardship in accordance with the provisions of Article 13.

(x) indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties.

13. Force majeure & Hardship

13.1. BWI is not liable for any breach of its obligations that is caused by force majeure or hardship.

Cases of force majeure or hardship give BWI the right, at BWI's option, to either:

- (i) temporarily suspend the performance of its obligations;
- (ii) to review the contractual terms (including those with regard to implementation deadlines and prices);
- (iii) to terminate the agreement by simple written notification to the customer, without BWI being liable to any damages.

A situation of force majeure that continues beyond three (3) months shall entitle the customer to terminate the Agreement with immediate effect by simple written notification to BWI, without judicial intervention.

In all these cases, the customer shall be required to pay for all services that had already been provided on the date of suspension, revision or termination, and any costs incurred or still to be incurred by BWI as a consequence of the suspension, revision or termination.

13.2. The following are conventionally considered as cases of force majeure or hardship: all circumstances that were reasonably unforeseeable at the time the Agreement was concluded and that are unavoidable, and that create the inability on the part of BWI to carry out the Agreement, or that would make the implementation of the Agreement harder or more difficult than normally anticipated, financially or otherwise, such as, for example (but not limited to), natural disasters, war, strikes, lock-out, diseases, shortage of personnel, organisational conditions, confiscation, fire, breakage of machinery and/or tools, scarcity of (raw) materials, bankruptcy or delays on the part of suppliers or subcontractors and failure by the customer to provide BWI with the correct and complete information necessary for carrying out the order in good time.

14. Netting

In accordance with the provisions in the Law on Financial Securities of 15 December 2004, BWI and the customer will automatically and legally mutually offset and settle all currently existing and future debts. In the ongoing relationship between BWI and the customer, this means that only the balance of the largest debt will remain after the above-mentioned automatic offsetting.

This offsetting of debt will in any case be opposable to the receiver and the other concurrent creditors, who will therefore not be able to oppose the offsetting applied by the parties.

15. No waiver of rights

The (even repeated) non-enforcement of any right by BWI can only be regarded as tolerance towards a specific condition, and shall not lead to any waiver of rights.

16. Confidentiality & Intellectual Property

16.1. The customer is not entitled to copy the reports, recommendations, concepts, technical descriptions, plans, sketches, drawings, models, prototypes and any other data provided by BWI – regardless of whether obtained in writing, digitally or verbally – nor use the above for purposes other than for which it is intended, nor show it to third parties, except with the prior written consent of BWI or from the time the data has become accessible to the public. The obligation of confidentiality shall continue to apply after the termination of the Agreement between BWI and the customer, at least until the data concerned has become publicly known without any fault of the customer.

The reports, recommendations, concepts, technical descriptions, plans, sketches, drawings, models, prototypes, etc., provided by BWI may, however, be used in the context of expert opinions and valuations. For this reason, they may be transferred to legal experts and insurance brokers, always in the original unmodified form, however, and subject to the prior written notification of BWI. The information contained herein should, moreover, always be interpreted in a restrictive manner (and should not be generalized). In any case, BWI shall always have the right to request further information or supporting documents with regard to the expert opinion or expertise requested by the customer.

The data provided by BWI shall not be misused in any case whatsoever. The customer shall indemnify BWI against any claim by third parties in response to any misuse of this information.

16.2. BWI shall retain the copyright and any other intellectual property rights to the reports, recommendations, concepts, technical descriptions, plans, sketches, drawings, models, prototypes, teaching materials and any other documents they provide, regardless of whether BWI has charged the customer any expenses for the production thereof. An exception to this exists if BWI has made use of intellectual property rights originating from the customer or a third party in unmodified form, in

which case the customer or the third party retains ownership of their existing intellectual property rights, subject to written confirmation by BWI.

The customer is granted a non-exclusive and non-transferable right of use to the reports, recommendations, concepts, technical descriptions, plans, sketches, drawings, models, prototypes, teaching materials and any other documents BWI has provided to the customer.

BWI reserves the right to use the information it has provided, or parts thereof, in its relationship with other customers, provided the required confidentiality provisions are complied with.

16.3. The customer warrants that the data provided by him constitutes no infringement of the intellectual property rights of third parties, and indemnifies BWI against all claims from third parties in this context.

16.4. Any breach of this Article shall give rise to the payment of a fixed compensation for damages to BWI, equal to 20% of the price, without prejudice to the right to compensation for higher proven damage.

17. Processing of personal data

17.1. The processing of personal data by BWI takes place in accordance with the provisions of the privacy policy of BWI, which applies to the customer and should be read by the customer on the website of BWI (www.bil-libs.be/en/privacy-declaration).

18. Jurisdiction and applicable law

In case of any dispute with respect to these general terms and conditions, as well as regarding any other agreement concluded between BWI and the customer, only the territorially competent courts and tribunals of the place of business of BWI, as stated in Article 1.1, shall have jurisdiction.

Belgian law shall apply.

II. RESEARCH

Section II. applies to Research carried out by BWI, which shall mean the following: applied welding research into material connection processes for industrial applications.

Title A. contains the specific conditions for Industrial Research Assignments customised according to the specific requirements of the customer. Such Industrial Research Assignments may consist of either the implementation of tests and experiments, or the implementation of expertise and damage analyses.

Title B. handles the Subsidised Research Projects in the context of subsidised assignments.

A. Industrial Research Assignments

19. Contract Manager

BWI appoints a "Contract Manager" for every Industrial Research Assignment, who will act as a BWI contact person for the customer.

20. (Test) specimens / Samples

20.1. The customer provides BWI with the (test) specimens relating to the Industrial Research Assignment within the agreed timeframe and at the agreed location. Any

implementation timeframes to which BWI has committed shall only start after BWI has been provided with the (test) specimens and/or samples to which the Industrial Research Assignment relates.

20.2. The customer is required to notify BWI in advance in writing of any necessary storage conditions. Failing this, BWI is entitled to assume that no special requirements exist for the storage and preservation of the (test) specimens and/or samples.

20.3. After the termination of the contract, the customer is obliged to contact BWI in writing within three (3) months if he wishes to retrieve the (test) specimens and/or samples, as well as any remaining material, from BWI. After the expiry of this period, BWI is no longer obliged to keep the (test) specimens, samples, and remaining material at the disposal of the customer, and is entitled to make its own decisions on what to do with these items.

21. Reporting

21.1. During and after the implementation of Industrial Research Assignments, BWI undertakes to provide the customer with reports regarding research results and/or reports with final findings.

21.2. Only the final reports, as signed by the Contract Manager and the Technical Director of BWI, are legally binding on the part of BWI.

Interim draft reports, which will explicitly state their preliminary nature, shall not be binding for BWI in any case whatsoever. The use of these draft reports shall be at the full risk of the customer.

B. Subsidised Research Projects

22. Project Manager

BWI also always appoints a "Project Manager" for the implementation of Subsidised Research Projects, who will also act as a liaison between BWI and the customer.

23. Conditions for Subsidised Research Projects

The other conditions for Subsidised Research Projects are imposed by the subsidising authorities in question. These will be clear from the agreement that was concluded with the subsidising authority, or from the award conditions associated with the project.

Aspects that are not regulated by the subsidising authorities shall be subject to the conditions as understood by Section I. and Section II. Title A. of these General Terms and Conditions.

III. CONSULTANCY

Section III. applies to Consultancy Assignments carried out by BWI, which also includes support of the customer with individual recommendations concerning welding problems and challenges, individual process guidance and assistance in the preparation of procedures and work instructions at the customer's site at regular intervals. In addition, this section also includes: the provision of company training programmes by BWI, both in-house and tailored to the customer's requirements.

24. Contract Manager

BWI also always appoints a "Contract Manager" for the implementation of Consultancy Assignments, who will act as a liaison between BWI and the customer.

25. Implementation of Consultancy Assignments

Unless otherwise agreed, the recommendations provided by BWI in this context are not presented in writing.

BWI can, however, provide assistance in the (written) preparation of work instructions and procedures for the customer.

26. Duration

A Consultancy Assignment is always of a fixed duration, as specified further in the Agreement. The assignment finishes automatically and by law when this period has expired, with no possibility of tacit renewal. A Consultancy Assignment can always be terminated by either party subject to a notice period of three (3) months, starting on the first working day of the month following the notice of termination by registered letter. If, in the course of the implementation of the Agreement, BWI comes to the conclusion that the intended objective of the Consultancy Assignment cannot reasonably be achieved, even after thorough research and study, BWI will inform the customer accordingly as soon as possible, and is prepared to submit the necessary documents to support its findings. If such a case occurs, the parties shall endeavour to consult and, if appropriate, to adapt the object of the Agreement. If they do not come to an agreement, or if it is not possible to adapt the object, the parties shall terminate the agreement with immediate effect. Upon termination, the customer is, in any case, obliged to pay for the services provided up to that time, as well as the costs incurred by BWI.

27. Cancellation / postponement company training programme

27.1. In case of cancellation of a company training programme by the customer, BWI shall be entitled to charge the customer with the price/cost (if any) of (i) the course materials, (ii) the rented materials, (iii) catering, (iv) associated with the time, during which BWI had to keep its personnel available, (v) any made translocations, multiplied with 10 % of the price of the cancelled company training programme with a minimum of € 100 (non-limitative) as a fixed compensation, without prejudice to the right of BWI to compensation for higher proven damage.

27.2. In case of cancellation by the customer of a company training programme, which has already commenced, BWI shall be entitled to charge the customer with the total price of the cancelled company training programme, without prejudice to the right of BWI to compensation for higher proven damage.

27.3. Article 27.1 shall also be applicable in case of postponement by the customer of the company training programme to a later date.

IV. TRAINING PROGRAMMES

Section IV. applies to Training Programmes provided by BWI.

The conditions that are common to all Training Programmes are covered under Title A. Title B., on the other hand, outlines the specific regulations that only apply to the Approved Training Programmes type of education.

A. General Conditions for Training Programmes

28. Nature of the commitment

The Training Programmes provided by BWI are general training courses, which impart general knowledge to the customer. BWI offers no guarantee whatsoever that the information they provide during the Training Programme is applicable in any situation, or particularly in the specific situation of the customer. BWI also offers no guarantee that this information can be applied in practice without any adaptation or personal reflection on the part of the customer, or that this information will lead to the result the customer is aiming for.

29. Fee & Invoicing

29.1. The participation of a customer in a Training Programme is always subject to the payment of a fixed fee. This fee includes both the enrolment in the Training Programme, and – where appropriate – the participation in the examination, the provision of the course material and any catering that may be included.

29.2. BWI aims to invoice the fee of the Training Programme to the customer prior to the actual occurrence of the Training Programme (unless this is not practically possible due to the time of enrolment by the customer).

30. Definitive enrolment

The customer has the option of enrolling for the Training Programme either online or offline.

The enrolment of the customer is only definitive when BWI has confirmed the enrolment to the customer in writing.

31. Cancellation of the enrolment

31.1. Paying and free Training Programme: The customer is entitled to cancel his enrolment free-of-charge up to two (2) week prior to the start of the Training Programme. This cancellation must be in writing, and will be confirmed by BWI. In case of a valid cancellation by the customer, BWI undertakes to reimburse the full fee to the customer.

31.2. Paying Training Programme: In case of an invalid cancellation by the customer (cf. Article 31.1) or if the enrolled customer did not show up, BWI shall not be obliged to refund the full fee to the customer.

The price/cost (if any) of (i) the course materials, (ii) the rented materials, (iii) catering, (iv) associated with the time, during which BWI had to keep its personnel available, (v) any made translocations (non-limitative), multiplied with 10 % of the remaining amount of the enrolment fee with a minimum of € 100 (the latter corresponding proportionally to the fee for participation in the Training Programme

and, if appropriate, the examination – cf. Article 29.1) shall be retained by BWI as a fixed compensation, without prejudice to the right of BWI to compensation for higher proven damage.

If a Training Programme has already started at the time of cancellation of the enrolment by the customer, the fee of the sessions of the Training Programme that have already taken place (pro rata) shall also be retained by BWI.

31.3. Free Training Programme: In case of invalid cancellation of a free Training Programme, or if the enrolled customer did not show up, a fixed "no show fee" of € 50 will be charged to the customer.

31.4. Given the nature and content of the Training Programmes offered by BWI, BWI assumes that customers always enrol for Training Programmes for professional purposes, so that they can in no way whatsoever invoke the right of withdrawal with respect to distance contracts in accordance with Articles VI.47 and following of the Code of Economic Law.

In the exceptional case that the customer enrolls for a Training Programme as a private consumer, the customer should notify BWI of this in advance. Where appropriate, BWI shall undertake the necessary actions in order to comply with the applicable consumer legislation.

31.5. With regard to participation in the Training Programme, the customer is always allowed to be replaced by another person than the enrolled participant free-of-charge, subject to written notification no later than one (1) business day before the start of the Training Programme.

32. Date of the Training Programme

32.1. Article 10 of these General Terms and Conditions shall not apply to the dates of the Training Programmes.

32.2. BWI reserves the right to cancel a scheduled Training Programme up to 1 hour before the start of the Training Programme when it is confronted with force majeure and/or hardship (cf Article 13) or, in all other situations, up to 24 hours for the start of the Training Program. In any case BWI cannot be held liable to pay a compensation, nor can it be held liable towards the enrolled customers. In such cases, BWI shall anyway undertake to refund the full fee to any customers who have already paid.

32.3. BWI also reserves the right to move a scheduled Training Programme to another date, without becoming liable to pay compensation, and without the possibility of being held liable. If appropriate, enrolled customers are entitled to cancel their registration free-of-charge within fourteen (14) calendar days following the notification of rescheduling. In this case, BWI shall refund the full fee to any customers who have already paid.

33. Course material

33.1. The property rights to the provided course material are only transferred to the customer at the time of full payment of the due amount (fee, interest, costs and any accessories) by the customer.

The customer is forbidden to sell the course material, pledge it to a third party, encumber it with a security, or to offer it in any way whatsoever.

33.2. BWI is holder of the copyright and all other intellectual property rights with regard to the course material that is made available to the customer in the context of the Training Programme, or has at least received the authorisation of the copyright holder to use and distribute this course material. The course material may in no case whatsoever be copied or distributed by the customer.

B. Approved Training Programmes

34. In addition, BWI also provides internationally approved training programmes, which must meet established directives.

35. The examination that follows such training programmes does not fall under the authority of BWI, but depends entirely on the internationally recognised body (which, among other aspects, should be understood to be: the organisation, administration of the examination, correction and handling disputes with regard to the examination). Any diploma and/or certificate is also exclusively issued by the internationally recognised and authorised body in question.

As a result, BWI does not bear any responsibility whatsoever in this respect.

36. In the provision of these Approved Training Programmes, BWI shall always exercise proper diligence and good faith, and prepare the customer to the best of its ability for the examination. BWI cannot, however, in any way whatsoever guarantee that the participant will be successful in the examination.