

Terms and Conditions for the SMA Solar Academy (Germany)

(last amended January 2018)

1. Scope

The subject of these Terms and Conditions is the participation in seminars, technical trainings, e-learning programs, webinars, continuing education, further trainings and other events (hereinafter referred to as „event“ or „events“) provided by the SMA Solar Academy Germany of SMA Solar Technology AG (hereinafter „SMA“, „we“ or „us“).

These Terms and Conditions are presented by SMA. These Terms and Conditions will become part of your participation contract with SMA by accepting these Terms and Conditions during the booking process.

2. Conclusion of Contracts

The provider of the events and contract partner of the participation contract is SMA Solar Technology AG. For handling and administration of the training offers SMA uses the event management software and services of Eventbrite Inc. Payment of participation fees is also carried out via the Eventbrite system. Besides the conditions for the enactment of a participation contract, which are described in the following, the booking of events at the SMA Solar Academy is therefore also subject to the Terms and Conditions of Eventbrite, which have to be accepted during the booking process. For the avoidance of doubt: The Terms and Conditions of Eventbrite are only valid for the processing of the order and will not become a part of the participation contract entered between SMA and you.

You can register for one or more events via our website. There is no obligation to accept registrations. The presentation of events on the SMA website does not constitute a binding offer from SMA to conclude a contract, and only serves informational purposes. For booking of events you will be redirected to the Eventbrite website, where you can conclude the participation contract. For the payment for fee-based events, you will be automatically redirected to the payment processing within the Eventbrite system. The conclusion of the participation contract between you and SMA will be confirmed in an email that you receive from Eventbrite.

After conclusion of the participation contract you may cancel your participation via Eventbrite by following the Log-in link in your confirmation e-mail up until seven days before the first day of the event. In that case, payments you made for this event will be refunded completely. If you cancel your participation in an event less than seven days prior to the first day of the event, no refunds of any kind will be made.

3. Event Location

Unless stated otherwise in the event description, the location for all face-to-face events is the Günther Cramer Solar Academy, Sonnenallee 1, 34266 Niestetal, Germany.

4. Service Content of Events

Unless otherwise shown in the event description, the respective participation fees stated for the event include the following:

- One joint midday meal per full seminar day
- Drinks during breaks
- Working documentation

5. Substitution for Events

You can nominate a substitute at any time, instead of the registered participant, by sending an e-mail to SolarAcademy@SMA.de or by changing your booking via Eventbrite. You will not incur any additional costs.

6. Cancellation of Events

We are entitled to cancel an event at anytime due to important reasons that we are not liable for (e.g., but not limited to, sudden illness of the speaker, force majeure). Up until 14 days before the first day of training, we are furthermore entitled to cancel a face-to-face event if the required minimum number of participants is not reached. E-Learning programs, webinars and other online offers may be canceled at any time, if less than five participants are registered or present at the time of the event.

In case of cancellation of an event, we will inform you immediately via e-mail. Payments that you have made for event fees will of course be refunded. If we immediately cancel the event after becoming aware of important reasons that entitle us to cancellation or failure to reach the required number of participants we are not liable for reimbursement of damages or expenses. Particularly, there is no entitlement for reimbursement of travel or accommodation expenses.

7. Reservation to Right to Make Changes

We are entitled to make necessary changes for deviations in terms of content, methods and organization (e.g. as a result of changes to the law) prior to or during the event, provided these do not significantly alter the benefit of the advertised event for the participant. We are entitled to replace the planned speakers if necessary (e.g., but not limited to, in the event of illness or accident) with other persons who have equivalent qualifications in the subject advertised.

The documents provided within the scope of event will be prepared to the best of our knowledge and belief. We do not assume any liability or responsibility for the correctness, currentness, completeness, or quality of the content.

8. Usage of Training Documentation

We reserve unrestricted title to all deliveries of teaching materials that belong to us until such time as all payment obligations have been honored in full by the participant. Sharing training documents with third parties or using them for third parties is not permitted.

Documents and software provided or handed over by SMA within the scope of the event must not be reproduced or processed, duplicated, disseminated or used for public rendering via electronic systems without any written consent by SMA Solar Technology AG. In the event of contravention, the participant may be required to provide compensation.

The participation contract including these Terms and Conditions is subject to German law with the exclusion of conflict of laws. Kassel, Germany, is the exclusive place of jurisdiction for all disputes arising from or in connection with the participation contract provided that the contract partner of the participation contract is a Merchant, a legal entity under public law or special assets under public law.

SMA Solar Technology AG,
Sonnenallee 1, 34266 Niestetal