

Terms & Conditions of Participation



Registration

The subject of the contract is the current confirmation of order from Bystronic Maschinen AG. Course registrations may be made over the internet, by mail, fax or e-mail. The registration complete with the names of the participants attending should be submitted as soon as possible, but no later than three weeks prior to the start of the course. Registrations received thereafter shall only entitle the participant to attend if confirmed in writing by Bystronic Maschinen AG. In any case the registration shall become legally binding only on receipt of our written confirmation.

Course fees

The fees shall be invoiced at the start of the course and shall be due immediately. The fees are per event date, plus statutory VAT. The course fees include the course itself, the training documentation, lunch and refreshments during breaks as well as a certificate confirming the course attendance. A participant shall be entitled to exercise a retaining lien only insofar as his counterclaim is founded on the same contractual relationship.

Cancellation

The registration may be cancelled in writing at any time. The customer shall not incur any costs if the cancellation is made up to 10 days prior to the start of the event. Thereafter, or if the participant fails to show up at the start of the course, Bystronic Maschinen AG reserves the right to invoice the fees in full. 50% of the cancellation fees may be credited if the participant attends a course at a later date, but no later than one year from the invoice date. If Bystronic Maschinen AG is forced to cancel a course, all claims by the customer against Bystronic Maschinen AG shall be excluded except in cases of gross negligence or intent on the part of employees of or other vicarious agents acting on behalf of Bystronic Maschinen AG. In the event of default Bystronic Maschinen AG shall make every reasonable effort to help remedy or limit the disruption.

Accommodation

The cost of accommodation is not included in the course fees. To help you with your choice of accommodation we have included a list of hotels with this programme. Please make your own room reservations. Make sure you give the hotel advance notice of any changes or cancellations. If required, Bystronic Maschinen AG will be happy to assist you with your room bookings.

Course duration

Please refer to the relevant course description for the total duration of the course in days. Courses with interpreters last longer; please consult us if required.

Course contents

The courses are meticulously prepared and held by qualified instructors. The contents set out in the programme are merely a broad outline. Bystronic Maschinen AG reserves the right to modify the contents for technical or other reasons, provided the essence of the agreed training measures is not affected. The contents always relate to the state of the art of the equipment.

Course documentation

Work documents are handed out at the beginning of each course. All documents will be handed out during the course only. The documentation provided is for information purposes; it merely reflects the state of the state and is not subject to the updating service.

Copyright

All work documents handed out and used during the courses are protected by copyright and may not be reproduced either in part or in excerpts. All the software used in the course is the property of Bystronic Maschinen AG and may neither be copied nor reproduced. In the event of a failure to comply we reserve the right to deny the participant concerned access to the course and to seek legal action.

Liability

Bystronic Maschinen AG and its employees or vicarious agents shall not be liable for damage incurred as a result of accidents on the course premises or the works premises of Bystronic Maschinen AG or on the customer's works premises or as a result of theft or loss of property brought onto the course premises, in particular items of clothing or valuables, unless the damage was the result of wilful intent or gross negligence.

Liability for consequential damage of any kind, in particular damage incurred by the customer in the application of the knowledge acquired at the training course, shall be excluded, unless the damage was the result of wilful intent or gross negligence.

Venues

The courses are to be held preferably on the premises of Bystronic Maschinen AG. These premises provide the ideal prerequisites with regard to machinery, presentation equipment and premises. On request Bystronic Maschinen AG can also hold the training courses on site on the customer's premises, provided the necessary requirements are in place.

Applicable law, place of jurisdiction and place of performance

Swiss law shall pertain without recourse to the UN Convention on Contracts for the International Sale of Goods. Where permitted by law, the place of performance and jurisdiction shall be Bützberg, Switzerland.

Data protection

Bystronic Maschinen AG protects your personal data. We handle confidentially any data submitted by participant and use the data only in keeping with the provisions of data protection legislation. Personal data includes all data stored in connection with the participants' names. The inventory data submitted by participants shall be stored by Bystronic Maschinen AG on its computer systems and processed and used only for the purposes of rendering its performances and invoicing. If you attend a course your registration data may be made available to the other participants through the list of participants. These participant lists are for the in-house use of Bystronic Maschinen AG and the participants. Unless you specify otherwise, we shall inform you in future about our products and courses and/or contact you by fax, e-mail or telephone. You may revoke your consent at any time.