

1. Scope of application

These general terms and conditions apply to training contracts concluded with Groz-Beckert Kommanditgesellschaft (hereinafter "**Groz-Beckert**") within the framework of the Groz-Beckert Academy Programme (hereinafter the "**Training Contracts**").

2. Customer, Participant

2.1. Hereinafter the other party to the Training Contract is referred to as the "**Customer**".

2.2. Hereinafter the persons participating in the training course are referred to as the "**Participants**".

3. Training location

Unless expressly agreed otherwise, the training will take place at the premises of Groz-Beckert in Albstadt.

4. Net training fee, due date

4.1. Unless expressly agreed otherwise, the agreed training fee will be the net training fee, i.e., if the transaction is subject to value added tax, the agreed training fee is the taxable amount and the Customer will have to pay the value added tax additionally.

4.2. The training fee is due 14 days after completion of the training.

5. Training documents

If training documents are handed out, this does not entail the grant of any rights in the copyrighted works embodied in the training documents beyond the legal minimum.

6. Catering

If the training takes place in Albstadt, on training days the Participants may eat lunch in the company canteen of Groz-Beckert (buffet) free of charge. Drinks are provided by Groz-Beckert.

7. Substitute Participants

7.1. The Customer may register another person instead of a person registered for the course.

7.2. The Customer must inform Groz-Beckert of the exchange in writing or by e-mail.

7.3. Groz-Beckert may only object to the exchange for good cause.

8. Right of rescission of the Customer

8.1. The Customer may rescind the Training Contract.

8.2. Groz-Beckert must receive the notice of rescission at least two weeks before the start of the course.

8.3. Notice of rescission must be provided in writing or by e-mail.

8.4. A partial rescission is not possible.

9. Cancellation at short notice by the Customer

9.1. If the Customer declares after the time stipulated in Section 8.2 that none of the persons registered will participate in the training, Groz-Beckert will only be entitled to 30% of the agreed training fee, provided that the conditions stipulated in Sections 9.2 and 9.3 are fulfilled.

9.2. Groz-Beckert must receive the cancellation no later than during the penultimate working day before the start of the training.

9.3. Notice of cancellation must be provided in writing or by e-mail.

9.4. By way of derogation from Section 4.2, in the event of cancellation the training fee will become due upon receipt of the notice of cancellation by Groz-Beckert.

9.5. The fact that not all but only some of the persons registered by the Customer participate in the training does not lead to a reduction in the training fee.

10. Right of rescission of Groz-Beckert

10.1. Insufficient number of participants:

10.1.1. Groz-Beckert may rescind the Training Contract if the minimum number of participants specified for the training has not been reached at the time the notice of rescission is dispatched by Groz-Beckert.

10.1.2. The notice of rescission may be dispatched at the earliest two months before the start of the training.

10.1.3. The notice of rescission must be received by the Customer at the latest one month before the start of the training.

10.1.4. Unless expressly agreed otherwise, the minimum number of participants specified in the training programme will apply.

10.2. Unavailability of an instructor at short notice:

Groz-Beckert may rescind the Training Contract if an instructor intended to provide the training becomes through no fault of Groz-Beckert unavailable at short notice.

10.3. Notice of withdrawal must be provided in writing or by e-mail.

10.4. Groz-Beckert may make the rescission subject to Groz-Beckert and the Customer not reaching an agreement on an alternative date for the training within a reasonable period to be determined by Groz-Beckert.

Groz-Beckert and the Customer are obliged to make reasonable efforts to make it possible that the training can take place on an alternative date.

10.5. Groz-Beckert points out to the Customer the possibility to conclude contracts with transport and accommodation companies which provide for extensive rights of rescission.

11. Exclusion of Participants by Groz-Beckert

11.1. Groz-Beckert may exclude a Participant from the training if the Participant breaches a requirement set forth in Sections 11.2 through 11.4.

11.2. Upon request of Groz-Beckert each Participant must sign a declaration that he has read and understood the Operating Instructions TEZ01 attached to these General Terms and Conditions.

11.3. Each Participant must observe the Operating Instructions TEZ01 attached to these General Terms and Conditions.

11.4. During the training each Participant must follow the instructions of the employees of Groz-Beckert who are in charge of organising and providing the training.

11.5. The rightful exclusion of a Participant does not result in a reduction in the training fee.

12. Liability

12.1. Regarding fault-based liability Groz-Beckert will be liable for damages in cases of intent and gross negligence.

12.2. In the event of simple negligence, Groz-Beckert will only be liable – subject to a lower level of liability in accordance with the applicable statutory provisions –

12.2.1. for damages resulting from injury to life, body or health,

12.2.2. for damages resulting from a non-negligible breach of a material contractual obligation (obligation the fulfilment of which is a requirement for the proper performance of the contract and on the fulfilment of which the contractual partner regularly relies and may rely); in this case, however, the liability is limited to compensation for the foreseeable, typically occurring damage.

12.3. The limitations of liability set forth in Section 12.2 also apply in case of errors of persons for whose errors Groz-Beckert is responsible under statutory provisions.

These limitations of liability also apply in favour of these persons.

13. Choice of law and place of jurisdiction

13.1. The Training Contract is subject to the law of the Federal Republic of Germany without regard to its conflict of laws rules.

13.2. If the Customer is a merchant, a legal entity under public law or a special fund under public law or if the Customer has no general place of jurisdiction in the Federal Republic of Germany the courts competent for Albstadt, Germany, shall have exclusive jurisdiction over all disputes in connection with the Training Contract.

However, Groz-Beckert may also sue in the courts competent for the registered seat of the Customer.

No.: TEZ01

Operating instructions for machines

GROZ-BECKERT®

Building:

Workplace:

Activity /
machine:

Area of application

TEZ

Valid for the Competence Centers Felting, Knitting, Joining, and Weaving Technology

Hazards to humans and the environment



- Crushing hazard from moving components
- Risk of foot injury from falling objects
- Entanglement hazard from rotating components
- Electrical operating equipment → risk of electric shock



- Hazard of needle stabs
- Risk of burns from hot surfaces
- Risk of cuts and stabs from screwdrivers, scissors and knives



- Danger of noise during the operation of the machine
- Unclear situation or hidden areas around the machine
- Slipping hazard due to fibers or textile residues on the floor



- Risk of head injury by entanglement of hair from rotating components



Safety measures and codes of conduct

bei
Maschinen-
betrieb:



- The machines may be operated by trained staff only.
- When handling needles, use pincers or magnets to prevent needle stab injuries.
- Remove protective covers only if the activity makes it necessary (e.g. for taking pictures). In this case, increased attention is required.
- Do not reach into the running machine. Wait until all components come to a stop.
- In case of danger, press the emergency stop button.
- Keep the workplace clean and tidy.
- Use safety glasses when monitoring a sewing process up close.
- Use safety glasses for needle breakage tests (for longterm tests the working area must be shielded).
- Use safety glasses when blowing out with compressed air.
- Stay within the marked area. → The yellow hazard warning line must not be crossed.
- Use ear protection while operating the machine.
- The hand protection at the reed in a weaving machine can be secured in different ways – for detailed information, please contact the person responsible for the area.



Procedure in case of malfunction



All malfunctions, modifications or unusual noises must be reported to the person in charge immediately after securing the machine.

In case of danger, press the emergency button → Note: The emergency stop button of the bale opener and of the filtering system stops only these components of the line, not the entire line.

Only instructed staff is allowed to remove malfunctions. For the removal of malfunctions, the machine has to be switched off. Only electrically qualified persons are allowed to work on electrical installations.

Accidents, first aid, fire



In case of **accident**, the machine has to be switched off immediately (press emergency stop button, if necessary). If necessary, the danger zone must be cordoned off. Inform first aider / paramedic. After treatment of minor injuries from the first aid box, the injury has to be documented in the first aid log book. Every injury has to be reported to the superior.

Emergency
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In case of **fire**, immediately call the factory fire department. Fight initial fires by means of a hand-held extinguisher (Remember: Self-protection comes before protection of others and object protection).

Risk of suffocation from combustion gases.



Fire
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By the following signature, the adaptation of the instructions to the workplace-specific conditions on site is confirmed.

Released
Signature:

Release date: