

## Application form<sup>1</sup>



Course: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Family name: \_\_\_\_\_

First name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport no: \_\_\_\_\_

Expiry date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone no: \_\_\_\_\_

Mobile phone no: \_\_\_\_\_

Present function: \_\_\_\_\_

Invoicing address: \_\_\_\_\_  
\_\_\_\_\_

Date/time of arrival (flight no): \_\_\_\_\_

Date of departure: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Please send the application form to [millingacademy@buhlergroup.com](mailto:millingacademy@buhlergroup.com) or contact us: +41 71 955 30 58.

<sup>1</sup> By sending this application I agree to the general terms and conditions.

## General Terms and Conditions for training services on Bühler sites

### General

These General Terms and Conditions (hereinafter “**GTC**”) are applicable for all contracts concluded with Bühler AG (hereinafter “**Bühler**”) for customer-specific training services as well as contracts concluded by way of our online portal at [www.buhlergroup.com](http://www.buhlergroup.com) (hereinafter “**Online Portal**”) for standard training services which are provided by Bühler on Bühler sites, provided that no different agreement has been made in the individual contract in writing. Changes and / or amendments to these GTC are only accepted if agreed between the parties in writing.

### Conclusion of contract in case of customer-specific training services

In case of customer-specific training services the customer requests a quote of Bühler by telephone or by e-mail. The contract between Bühler and the customer comes into effect with the signature of the respective training contract by Bühler and the customer.

### Conclusion of contract in case of standard training services

The binding registration of a customer is made electronically through the Online Portal by submitting the filled-in registration form for the respective participant. The contract between Bühler and the customer for standard training services comes into effect with the confirmation of registration by Bühler, which is sent to the e-mail address provided by the customer.

### Postponing / cancellations / adjustments of training services

- a) In case of an insufficient number of participants, Bühler explicitly reserves the right to cancel or postpone planned trainings until 4 weeks before the scheduled start of the training. In case of a cancellation by Bühler, paid training fees will be fully refunded. No other compensations are provided by Bühler. Cancellations and postponements of the trainings do not entitle the customer to claim any damages from Bühler.
- b) Brochures, catalogues as well as documentations from Bühler concerning the training services are non-binding. Bühler explicitly reserves the right to make minor adjustments concerning the schedule and the localities as well as to replace the training leader or speaker in case of sickness or other non-availability.

### Training material

Bühler reserves all rights in any provided training material and documentation. Such material is provided to participants on a nonexclusive right to use that material only for the purpose of the respective paid training. Any other use, the making of unauthorized copies and / or the distribution to third parties is strictly prohibited without the prior written consent by Bühler.

### Costs and fees

Prices for the participation in trainings (hereinafter „**Training Fee**“) are understood net without any deductions and for each training participant. The applicable statutory value added tax (VAT) is not included in the Training Fee and is indicated separately on the invoice. The costs for accommodation (1 night before the start of the training and 1 night per full training day), of breakfast, of surrendered training material and of possible transport between the hotel and training site are included in the Training Fees. Training participants shall be accommodated in a three-star hotel according to local conditions, unless otherwise agreed upon in the individual contract. The costs of travel shall be borne by the customer in any case. All other costs, such as costs for an extension of the stay after completion of the training, meals and drinks outside of trainings as well as any telephone charges are to be borne by the customer respectively the participant.

### Payment terms

- a) The Training Fee is due and payable without deduction immediately after receipt of the invoice.
- b) If a training registration is cancelled by the customer, Bühler will charge the following fees:
  - Cancellation 22 or more calendar days before the start of the training: no cancellation fee
  - Cancellation within 21 to 11 calendar days before the start of the training: cancellation fee of 10% of the entire Training Fee
  - Cancellation within 10 to 3 calendar days before the start of the training: cancellation fee of 50% of the entire Training Fee
  - Cancellation 2 or less calendar days before the start of the training: cancellation fee of 100% of the entire Training Fee.

Any cancellation must be received by Bühler in writing at the latest on the indicated day.

- c) The customer is entitled to designate a substitute participant, if he informs Bühler about it in writing prior to the start of the training.

### Place of performance

Place of performance for all contractual obligations are the Bühler sites indicated in the training documents, unless otherwise agreed in the individual contract. For reasons of health protection, training participants are obliged to strictly follow the instructions of the training leader and of Bühler on training premises at any time. Equipment, machinery, and rooms on the training premises shall only be used and operated within the context of the training and in presence of the training leader.

### Visas / permits

It is the sole responsibility of the customer to obtain all necessary permits and visas in time. He must take into account that trainings may (according to the respective training outline) take place in different countries. All costs resulting from a delay caused by obtaining the permits and visas not in time, are to be borne by the customer.

### Insurances

It is within the responsibility of the customer to conclude insurance policies to cover for example possible illness, accidents, or medical treatment of the training participants. Bühler will not conclude any insurance coverage for training participants.

### Travel Information

Information regarding accommodation and travel will be provided to the customer in due course. Any special requirements in relation to the accommodation or meals must be communicated to Bühler in writing at an early stage. Otherwise Bühler will offer European meals and drinks.

### Force Majeure

- a) Bühler shall be entitled to suspend or cause the suspension of the training in case that events beyond the control of Bühler, which were unforeseeable at the time of conclusion of the individual contract, such as e.g. fire, explosions, natural disaster (e.g. earthquake, flood), epidemics, mobilization, confiscation, war, acts of piracy, riots, embargos, boycotts, lack of means of transport etc. render the performance of the training impossible or unreasonably difficult; the same principles apply if subcontractors of Bühler are affected by such events.
- b) Bühler shall notify the customer in writing within due time on the occurrence and end of such events of Force Majeure.
- c) The term for fulfilment of the contractual obligations shall be extended for the duration of the Force Majeure events and their effects.
- d) Bühler shall be entitled to terminate an individual contract in writing, should an event of Force Majeure last continuously for more than six weeks. In such a case the customer shall indemnify Bühler for the works and services performed as well as for the costs accrued prior to the occurrence of the event of Force Majeure.

#### *Liability*

- a) Subject to provisions to the contrary in these GTC or to mandatory provisions of the applicable law, neither party shall be liable towards the other for any indirect or consequential damages, such as, but not limited to, loss of contracts, loss of use, loss of profit and any other indirect or consequential damages.
- b) Subject to the mandatory provisions of the applicable law Bühler's overall liability shall be limited to the amount of the Training Fee.

#### *Termination of an individual contract*

- a) Bühler is entitled to terminate an individual contract with immediate effect if aa) the customer has not paid the Training Fee according to clause 7 a); or bb) the customer has violated a provision of these GTC, and such breach has not been cured within 5 (five) days after Bühler has notified the customer of such breach. In such a case Bühler is entitled to entirely retain the Training Fee.
- b) In the event of cancellation of the registration by the customer a reimbursement is made according to clause 7 b) where applicable.

#### *Place of jurisdiction / applicable law*

The place of jurisdiction for all disputes arising out of or in connection with these GTC and the individual contract shall be exclusively CH-9240 Uzwil. These GTC and the individual contract shall be governed by the Swiss substantive law.

**Bühler AG, CH - 9240 Uzwil**