General Terms and Conditions for Businesses

of The Lean Six Sigma Company GmbH,

Alt-Heerdt 104, 40549 Düsseldorf, Phone: +49 (0) 211 8694 3097, Email:info@theleansixsigmacompany.de , registered in the Commercial Register of the Düsseldorf Local Court under HRB 91007, VAT ID Number: DE 335022888, represented by Kubilay Balci.

§ 1 Scope

(1) The following General Terms and Conditions, in the version valid at the time of the order, apply exclusively to the business relationship between The Lean Six Sigma Company GmbH (hereinafter "Contractor") and the customer (hereinafter "Client"), the following General Terms and Conditions apply exclusively, in the version valid at the time of the order.

(2) Only the Contractor's General Terms and Conditions apply. Any deviating, conflicting, or supplementary general terms and conditions of the Client shall not be recognized unless the Contractor expressly agrees to their applicability. This requirement for consent applies in all cases, including, for example, when the Client refers to its own general terms and conditions in connection with the order and the Contractor does not expressly object to them.

(3) Individual agreements (e.g., within individual offers prepared by us for the Client) and information contained in our registration confirmation take precedence over the General Terms and Conditions.

(4) These General Terms and Conditions apply exclusively to clients who are entrepreneurs (Section 14 of the German Civil Code [BGB]), legal entities under public law, or special funds under public law. An "entrepreneur" is any natural or legal person or partnership with legal capacity that, at the time of concluding the contract, is acting in the course of its commercial or self-employed professional activity.

§ 2 Scope of Services, Types of Training, Consultants and Trainers Employed, and Vicarious Agents

(1) The Contractor offers seminars, courses, and continuing education programs, as well as additional complementary consulting and information services. It also provides the associated teaching materials and information on an online platform.

(2) The services are offered in two different formats:

a. Training with a fixed program, for which registration is open to the public
b. In-house training/workshops/coaching, in which the concepts are developed individually for the Client

(3) Each event is prepared and conducted in accordance with the current state of the art. The Contractor assumes no liability for advice provided by the consultants and trainers or for the application of acquired knowledge.

(4) The consultants/trainers engaged by the Contractor act exclusively on behalf of and in the name of the Contractor during the course of their work. Additional, follow-up, and new assignments with these consultants/trainers must be handled exclusively through the Contractor.

(5) The Contractor is entitled to engage third parties as vicarious agents to fulfill the contract or parts thereof by subcontracting, provided that these third parties are affiliated with The Lean Six Sigma Company GmbH or it is ensured that the quality requirements of The Lean Six Sigma Company GmbH are met.

§ 3 Conclusion of the Contract

(1) The Contractor's offers are subject to change and non-binding, unless otherwise specified in the following provisions. This applies in particular to the offers on the Contractor's website.

(2) Conclusion of a Contract for a Training Course with a Fixed Program (within the meaning of § 2(2)(a)): The Client submits a binding application for a training course with a fixed program (as defined in § 2(2)(a)) by completing the registration form provided by the Contractor on its website (www.theleansixsigmacompany.de) and submitting it by clicking the "Register (subject to fees)" button. Before submitting the registration, the Client may view and modify the data at any time. However, the registration can only be submitted and transmitted if the Client accepts these Terms and Conditions by clicking the "Accept Terms and Conditions" button and thereby incorporates them into their application. The contract for a

training course with a fixed program (within the meaning of § 2(2)(a)) is concluded when the Contractor accepts the application through the Client's binding registration by issuing a registration confirmation. If an automatic acknowledgment of receipt has been sent to the Client beforehand, it serves solely for informational purposes and does not constitute a binding acceptance of the application.

(3) Conclusion of a Contract for In-House Training (within the meaning of § 2 (2) (b)):

A contract for in-house training (within the meaning of § 2 (2) (b)) is concluded when the Contractor prepares an individualized, binding offer, sends it to the Client, and the Client either signs it or submits a binding declaration of acceptance to the Contractor via email.

§ 4 Invoicing, Due Date, and Payment Request

(1) Invoices are issued after the respective event has been held.

(2) The invoice amount is due immediately upon receipt of the invoice. If payment is not made within 30 days of receipt of the invoice, the Client shall be in default.

(3) Invoices and any payment requests from the Contractor are generally sent via email.

§ 5 Prices and Fees

(1) All prices listed on the Contractor's website include the applicable statutory value-added tax.

(2) The respective course participation fees include the costs for the event and detailed digital course materials. For all exam preparation courses, the full exam fees and the cost of issuing the certificate are also included. For training courses with a fixed program (as defined in § 2(2)(a)), beverages, lunch, and snacks during breaks are also included in the fee, provided the courses do not take place online.

§ 7 Cancellations of Training Courses with a Fixed Program (as defined in § 2(2)(a))

(1) Cancellations of training sessions must be made in writing. No reason for the cancellation needs to be provided.

(2) In the event of cancellation of a training session with a fixed program that occurs up to 4 weeks before the start of the event, administrative fees in the amount of €200.00 plus VAT will be charged. The client is free to prove that the damage incurred was lower or nonexistent.

(3) For cancellations made within the last four weeks before the start of the event, administrative fees amounting to 20% of the participation fee or the quoted price will be charged. The client is free to prove that the damage incurred was lower or nonexistent.

(4) Cancellations of individual blocks within a block course are not permitted. A block course is a training program with interconnected content consisting of several parts (blocks) held at separate times. The start date of the first training block is considered the start date of the block course.

(5) If the client or a participant registered by the client terminates participation after the block course has begun, or fails to attend the block course or individual blocks, the client is not entitled to a refund or to transfer the registration to another training course.

(6) Cancellation fees will be invoiced by the Contractor and are payable within the payment period specified on the invoice.

§ 8 Cancellations, Cancellation Fees, Rescheduling, and Date Changes for In-House Training (as defined in § 2(2)(b)) and Individual Coaching

(1) Cancellations of training sessions must be made in writing. No reasons for the cancellation need to be provided.

(2) Once the contract for an in-house training session has been concluded, there is a 7-day cooling-off period during which the booking may be canceled free of charge.

(3) In the event of a cancellation of an in-house training session that occurs after the cooling-off period and up to 4 weeks before the start of the event, 10% of the contract amount will be charged as administrative fees. The client is free to prove that the damage incurred was lower or nonexistent.

(4) If an in-house training session is canceled within the last four weeks before the start of the event, the client is obligated to pay the contractor 50% of the agreed-upon contract amount. The client is free to prove that the damage incurred was lower or nonexistent.

(5) Rescheduling an in-house training session is possible free of charge up to 2 weeks before the start of the event; however, a date may be rescheduled only once, for a maximum of 3 months. If a date is rescheduled, the Contractor will propose a maximum of two alternative dates within the desired timeframe, one of which the Client must confirm as a binding booking. If, in this case, the Client is unable to attend any of the proposed dates, the full quoted price will be invoiced. The Client is free to prove that the resulting loss was lower or nonexistent.

(6) Notwithstanding § 8, paragraphs 3 and 4, individual counseling or coaching sessions may be canceled or rescheduled free of charge up to four business days before the scheduled session. In the event of a cancellation or rescheduling within the last four business days prior to the scheduled session, the Client shall owe the Contractor compensation amounting to 50% of the agreed-upon contract amount. The Client is free to prove that the damage incurred was lower or nonexistent.

(7) Cancellation fees will be invoiced by the Contractor and are payable within the payment period specified on the invoice.

§ 9 Independent Booking of Accommodations at the Client's Expense

(1) The Client is solely responsible for any reservations and bookings of hotel rooms or other accommodations. The services provided by the accommodation facilities are not part of the services provided by The Lean Six Sigma Company GmbH. This also applies to any dining and other ancillary services. The accommodation facilities provide their services independently and not as agents of The Lean Six Sigma Company GmbH.

(2) The costs for lodging and other services provided by the accommodations shall be borne by the Client.

§ 10 Copyright of the Contractor, Copies of Documents

(1) All documents, videos, audio CDs, website content (www.theleansixsigmacompany.de), etc., provided by The Lean Six Sigma Company GmbH are subject to the copyright protection of The Lean Six Sigma Company GmbH and may not be copied, reproduced, or made available to third parties without the prior written consent of The Lean Six Sigma Company GmbH. This also applies to internal use.

(2) Any use beyond the limits set forth by copyright law is prohibited without the consent of The Lean Six Sigma Company GmbH and will be prosecuted under criminal and civil law.

§ 11 Liability, Disclaimer of Liability for the Loss of Personal Belongings

(1) Claims by the client for damages are excluded. Excluded from this are the Client's claims for damages arising from injury to life, limb, or health, or from a breach of material contractual obligations (cardinal obligations), as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by the Contractor, its legal representatives, or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.

(2) In the event of a breach of essential contractual obligations, the Contractor shall be liable only for foreseeable damages typical for this type of contract if such damages were caused by simple negligence, unless the Client's claims for damages arise from injury to life, body, or health.

(3) The limitations set forth in paragraphs 1 and 2 also apply in favor of the Contractor's legal representatives and vicarious agents if claims are asserted directly against them.

(4) The limitations of liability set forth in paragraphs 1 and 2 do not apply to the extent that the Contractor has assumed a warranty or a risk of quality.

(5) The Contractor shall not be liable for the loss, theft, or other misplacement of items brought to an event by participants, unless the Contractor, its legal representatives, or other vicarious agents can be accused of intent or gross negligence in this regard.

§ 12 Final Provisions, Governing Law, Severability Clause, Jurisdiction

(1) Contracts between the Contractor and the Clients are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

(3) If the Client is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law, the exclusive—including international—place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Contractor's place of business in 40549 Düsseldorf. However, the Contractor is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or a prior individual agreement, or at the Client's general place of jurisdiction. Overriding statutory provisions, in particular those regarding exclusive jurisdiction, remain unaffected.