General Terms and Conditions for Consumers

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 shall 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 we have prepared 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 consumers.

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

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

(2) The services are offered in the form of a training session with a fixed program, for which registration takes place via an open enrollment process.

(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 involving these consultants/trainers must be handled exclusively through the Contractor.

(5) The Contractor is entitled to engage third parties as vicarious agents by subcontracting to fulfill the contract or parts thereof, provided that these third parties are companies of 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 Curriculum: The Client submits a binding application for a training course with a fixed program (as defined in § 2(2)) by filling out 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 is concluded when the Contractor accepts the application—based on the Client's binding registration—by issuing a confirmation of registration. 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.

§ 4 Invoicing, Due Date, and Payment Requests

(1) Invoices are issued after the respective event has taken place.

(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 by 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. Beverages, lunch, and snacks during breaks are included in the fee, provided the courses are not held online.

§ 6 Cancellations of Training Sessions

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

(2) In the event of a cancellation made 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 costs 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.

(7) The client's right to cancel as a consumer remains unaffected by § 6.

§ 7 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 lodging arrangements. The services provided by the selected lodging 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 lodging 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.

§ 8 Contractor's Copyright, 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.

§ 9 Liability, Limitations of Liability, and 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 shall 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 agents can be accused of willful misconduct or gross negligence in this regard.

§ 10 Right of Withdrawal, Withdrawal Policy, Sample Withdrawal Form

Consumers have a statutory right of withdrawal upon conclusion of a distance sale, about which the Contractor provides information below in accordance with the statutory model.

(1) **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the goods. To exercise your right of withdrawal, you must notify us (The Lean Six Sigma Company GmbH, Alt-Heerdt 104, 40549 Düsseldorf, Phone: +49 (0) 211 8694 3097, email:info@theleansixsigmacompany.de) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by mail or an email). You may use the attached model withdrawal form for this purpose, but this is not required.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

(2) **Consequences of Withdrawal**

If you withdraw from this contract, we must refund all payments we have received from you without delay and no later than fourteen days from the day on which we receive notice of your withdrawal from this contract. We will use the same payment method for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund.

(3) **Sample Withdrawal Form**

If you wish to withdraw from the contract, you may fill out and return the following form.

To The Lean Six Sigma Company GmbH, Alt-Heerdt 104, 40549 Düsseldorf, Email:info@theleansixsigmacompany.de :

I/we (*) hereby withdraw from the contract I/we (*) entered into for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for written notices)
- Date

(*) Delete as appropriate.

§ 11 Final Provisions, Governing Law, Severability Clause, Online Dispute Resolution

(1) Contracts between the Contractor and the Client shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions regarding restrictions on the choice of law and the applicability of mandatory provisions—in particular those of the country in which the Client, as a consumer, has his or her habitual residence—remain unaffected.

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

(3) The European Commission has established a platform for online dispute resolution. You can access it at: http://ec.europa.eu/consumers/odr. Consumers may use the platform to resolve their disputes. The Contractor is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.