

GENERAL TERMS & CONDITIONS FOR TRAINING COURSES

1) General

These conditions apply to any training course offered and carried out by the Swiss Institute of Feed Technology (hereinafter referred to as “SFT”). By ordering a training course, you (hereinafter referred to as the “participant” or “customer”) are confirming your agreement to be bound by these conditions.

2) Course fee and payment

a) Scheduled Training Event

The course schedule and fee shall be displayed on the SFT website and/or brochure and will be confirmed in writing. Payment shall be made in accordance with the following requirements:

- i) Enrolment has to be made latest 6 weeks prior to the beginning of the course and becomes definitive on receiving of the payment.
- ii) Within 30 days of the date of the invoice except where the course is booked by the participant less than 6 weeks prior to the beginning of the course in which case the fee shall be paid immediately in advance.
- iii) The Fee shall be paid by electronic transfer on receipt of an invoice.

b) Tailored Training Course

The Fee shall be paid a minimum of 6 weeks before the start of the course by electronic transfer on receipt of an invoice unless otherwise agreed by the SFT in writing. Additional and applicable course expenses will be invoiced after the training has been delivered.

- c) The Supplier reserves the right from time to time to change the fee. In the event that due to a technical error the amount of the fee displayed on the website or in the brochure is incorrect the SFT shall notify the participant as soon as reasonably practicable. In the event the correct amount of the fee is higher than the amount displayed on the website or in the brochure the participant shall have the right to cancel its order.

3) Terms of admission and cancellation fees

- a) Admission to a course is only possible before course start and the fulfillment of the course requirements, e.g. experience in the grain processing industry, passing the correspondence course.
- b) Withdrawal
 - i) A withdrawal from the registration of the Course has to be made in writing.
 - ii) A withdrawal from the registration of the course is possible, if the SFT has been informed not later than 6 weeks before the course starts. In case of withdrawal from the registration later than 6 weeks before the

course start, the following cancellation fees will be applied.

- c) Cancellation fees: (in % of course fee)
 - i) 10% within 4 - 6 weeks prior to the course.
 - ii) 25% within 2 - 4 weeks prior to the course.
 - iii) 50% less than 2 weeks prior to the course.
 - iv) No refunds for cancellations received after the cancelled course has started.
- d) Withdrawal from the course for important reasons as; illness, accident, serious occurrences in the family, etc. will be treated separately and agreed upon mutually between the SFT and the participant.
- e) If a participant shows serious gaps and the correspondence course (where required) couldn't be passed, the participant will not be permitted to attend the intensive course and 25% of the total course costs won't be refunded.

4) Transfers

- a) All transfer requests (Hotel-Uzwil-Hotel) must be made in writing to the SFT. Transfers are subject to payment of the following charges in addition to the fee (subsequent cancellations are subject to the terms and conditions applicable to the original booking):
 - i) CHF 50.00 for booking plus CHF 1.00 per km.
- b) Transfers included in the course description, e.g. field trips, social events, etc. are free of charge.

5) Intellectual Property Rights

- a) The SFT grants to the course participant and with effect from the start date of the applicable Course a non-exclusive, non-transferable license to use the Course Materials for the sole purpose of participating in the applicable training course.
- b) All course materials are the exclusive property of the SFT. Use of course materials not expressly permitted by these conditions is strictly prohibited and shall constitute an infringement of the SFT intellectual property rights.

6) Participant's Obligations

The participant shall:

- i) attend classes to its full extend. If not possible, the participant shall inform the SFT immediately.
- ii) be present more than 80% of the total course duration. Otherwise no participation certificate or diploma will be granted (justified absences won't be considered).
- iii) comply with all health and safety rules and regulations and any other security requirements that apply at the premises at which the course is provided;

- iv) use the premises at which the course takes place is provided only for the purpose of participating in the training course;
- v) not copy the Course Materials except whether such copying is incidental or necessary for the purposes of completing the relevant course;
- vi) not provide or otherwise make the course material available in whole or in part, in any form to any person without the prior written consent of the SFT;
- vii) not permit the course material or any part of it to be combined with or become incorporated into any other materials.

7) Visas / Permits

- a) The participant shall, within due time and at its own costs, organize the necessary Visa and/or permits in order to attend the course.
- b) The SFT shall provide invitation letters in due time (if required).

8) Warranties and Disclaimer

The SFT does not make any guarantee or commitment to the participant that the Course materials shall be error free.

9) Termination

- a) Termination by the participant can be effected only with the written consent of the SFT and in accordance with condition 3.
- b) The SFT shall be at liberty (without prejudice to any other rights it may have) to cancel the customers participation forthwith on giving notice in writing for any of the following reasons:
 - i) Non-payment by the participant of any one or more invoices submitted by the SFT;
 - ii) A breach of the participants express or implied obligations.
- c) On termination of the Contract the Customer/ participant shall immediately pay to the SFT all of the outstanding unpaid invoices and interest (if applicable).

10) Force Majeure

The SFT shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of god, strikes, lock outs, disease outbreaks, accidents, war or fire ("Force Majeure Event").

11) Data Protection

Each party agrees that they shall comply provisions of all applicable Data Protection Legislation to the extent it applies to them.

12) Insurance

The SFT shall insure that every participant possesses an accident insurance for the participant's time at the SFT training facilities. The health insurance on the other hand is the responsibility of the participant, the SFT excludes any liability due to illness. The SFT supports, if needed with an insurance conclusion. The costs for the health insurance have to be paid by the participant.

13) Governing Law and Jurisdiction

- a) Any dispute or claim arising out of or in connection with these General Terms and Conditions shall be governed by and construed in accordance with substantive Swiss law.
- b) Each party irrevocably agrees that the place of jurisdiction is exclusively CH-9240 Uzwil.

14) Entry into force

The present terms and conditions enter into effect on April 01, 2020. They repeal and replace all previous terms and conditions.