

GENERAL TERMS & CONDITIONS FOR TRAINING COURSES

1. General

- 1.1 These General Terms and Conditions apply to all training courses offered and conducted by the Swiss Institute of Feed Technology (SFT), hereinafter referred to as "SFT."
- 1.2 By registering for, ordering, or attending a training course, the participant agrees to be bound by these General Terms and Conditions.
- 1.3 For the purposes of these General Terms and Conditions, "participant" and "customer" mean the person registering for or attending the relevant training course.

2. General

- 2.1 A registration or order submitted by a participant constitutes an offer to attend or purchase the relevant course.
- 2.2 A contract shall come into effect only upon written confirmation by the SFT.
- 2.3 A place in the course may be reserved or confirmed subject to timely payment in accordance with Clause 3.
- 2.4 The SFT reserves the right to refuse a registration where course requirements are not met, where capacity is unavailable, or for other justified reasons.

3. Course Fees and Payment

- 3.1 Scheduled Training Courses
 - 3.1.1 The course schedule and applicable course fee shall be published on the SFT website and/or in the relevant brochure and shall be confirmed in writing by the SFT.
 - 3.1.2 Registration is preferred to be submitted no later than six weeks before the start of the course. However, registrations can be made until course starts.
 - 3.1.3 Unless otherwise stated, payment shall be due within 30 days from the date of invoice.
 - 3.1.4 If a course is booked less than six weeks before its start date, the full course fee shall be payable immediately in advance.
 - 3.1.5 Payment shall be made by electronic transfer upon receipt of invoice.
- 3.2 Tailored Training Courses
 - 3.2.1 For tailored training courses, the course fee shall be paid no later than six weeks before the start of the course by electronic transfer upon receipt of invoice, unless otherwise agreed in writing by the SFT.

- 3.2.2 Any additional course-related expenses, where applicable, shall be invoiced separately after the training has been delivered.

3.3 Fee Changes

- 3.3.1 The SFT reserves the right to amend course fees from time to time.
- 3.3.2 If, due to a technical error, an incorrect fee is displayed on the website or in a brochure, the SFT shall inform the participant as soon as reasonably practicable.
- 3.3.3 If the correct fee is higher than the published fee, the participant shall have the right to cancel the booking without charge.

3.4 Consequences of Late or Non-Payment

- 3.4.1 The SFT may refuse admission to a course, withhold course materials, certificates, confirmations, and diplomas, or suspend participation until all due amounts have been paid in full.
- 3.4.2 In the event of non-payment, the SFT may terminate the contract in accordance with Clause 12.

4. Admission, Withdrawal, Rebooking, and Cancellation Fees

4.1 Admission Requirements

- 4.1.1 Admission to a course is possible only before the course starts and subject to fulfillment of the applicable course requirements.
- 4.1.2 Such requirements may include relevant experience in the grain processing industry and, where applicable, successful completion of the correspondence course.

4.2 Withdrawal

- 4.2.1 Any withdrawal from course registration must be made in writing.
- 4.2.2 Withdrawal is possible provided that the SFT is informed no later than six weeks before the start of the course.
- 4.2.3 If withdrawal is made later than six weeks before the start of the course, cancellation fees shall apply in accordance with Clause 4.3.

4.3 Cancellation Fees

Cancellation fees shall be charged as follows, calculated as a percentage of the course fee:

- 10% for cancellation 4 to 6 weeks before the course start date
- 25% for cancellation 2 to 4 weeks before the course start date

- 50% for cancellation less than 2 weeks before the course start date
- No refund for cancellations received after the course has started.

4.4 Withdrawal for Important Reasons

- 4.4.1 Withdrawal for important reasons, including illness, accident, or serious family circumstances, shall be handled separately and agreed individually between the SFT and the participant.
- 4.4.2 The SFT may require appropriate supporting evidence.
- 4.4.3 At its discretion, the SFT may grant a partial refund, a credit toward a future course, or rebooking to a later course date.

4.5 Substitution and Rebooking

- 4.5.1 A participant may nominate a substitute participant, subject to the prior written approval of the SFT and provided that the substitute participant satisfies the applicable admission requirements.
- 4.5.2 The SFT may, at its sole discretion, permit rebooking to a later course date.
- 4.5.3 The SFT reserves the right to charge a reasonable administrative fee for substitutions or rebookings.

4.6 Failure to Meet Entry Requirements

If a participant demonstrates serious gaps in knowledge and, where applicable, fails the correspondence course, the participant shall not be admitted to the intensive course. In such case, 50% of the total course costs shall not be refunded.

5. Course Changes and Cancellation by the SFT

- 5.1 The SFT reserves the right, where reasonably necessary, to change course dates, lecturers, timetable, course content, course format, or venue.
- 5.2 The SFT also reserves the right to cancel or postpone a course, in particular where there are insufficient participant numbers, instructor unavailability, safety concerns, or circumstances beyond the SFT's reasonable control.
- 5.3 If the SFT cancels a course, any course fees already paid for that course shall be refunded or, at the participant's choice and subject to availability, credited toward a later course.
- 5.4 Unless otherwise required by mandatory law, the refund or credit referred to in Clause 5.3 shall constitute the participant's sole remedy in the event of cancellation by the SFT.
- 5.5 The SFT shall not be responsible for travel, accommodation, visa, or other third-party costs incurred by the participant unless expressly agreed otherwise in writing.

6. Transfers

6.1 Chargeable Transfers

- 6.1.1 All transfer requests, e.g. airport - hotel - airport transportation, must be submitted to the SFT in writing.
- 6.1.2 Such transfers shall be subject to charges in addition to the course fee:
- 6.1.3 Transfers expressly included in the course description, such as field trips or social events, shall be provided free of charge.

7. Intellectual Property Rights

- 7.1 With effect from the start date of the relevant course, the SFT grants the participant a non-exclusive, non-transferable, and revocable license to use the course materials solely for the purpose of participating in the relevant training course.
- 7.2 All course materials shall remain the exclusive property of the SFT.
- 7.3 Any use of the course materials not expressly permitted by these General Terms and Conditions is strictly prohibited and shall constitute an infringement of the SFT's intellectual property rights.
- 7.4 Unless expressly permitted in writing by the SFT, the participant shall not copy, record, photograph, scan, upload, share, distribute, publish, transmit, store, or reproduce the course materials in any physical, digital, or electronic form other than as strictly necessary for participation in the course.

8. Participant Obligations

The participant shall:

- 8.1 attend classes to the fullest extent possible; if attendance is not possible, the participant shall inform the SFT immediately.
- 8.2 attend at least 80% of the total course duration; otherwise, no certificate of participation or diploma shall be awarded, except where the SFT decides, at its sole discretion, that an absence is justified.
- 8.3 comply with all health and safety rules, regulations, and other security requirements applicable at the premises where the course is provided.
- 8.4 use the premises only for the purpose of participating in the training course.
- 8.5 not copying the course materials except where such copying is incidental to, or strictly necessary for, participation in the relevant course.
- 8.6 not provide, distribute, disclose, or otherwise make the course materials available, in whole or in part, in any form, to any third party without the prior written consent of the SFT; and
- 8.7 not permit the course materials, or any part thereof, to be combined with or incorporated into any other materials.

9. Visas and Permits

- 9.1 The participant shall, in due time and at the participant's own expense, obtain any visa and/or permit required to attend the course.
- 9.2 Where required, the SFT shall provide invitation letters in due time.

10. Warranties and Disclaimer

- 10.1 The SFT does not warrant or guarantee that the course materials will be free from errors.
- 10.2 To the extent permitted by law, the SFT makes no other representations or warranties, whether express or implied, in relation to the training courses or course materials.

11. Data Protection

- 11.1 Each party shall comply with all applicable data protection legislation to the extent that such legislation applies to that party.
- 11.2 Personal data shall be processed by the SFT in accordance with applicable law and the SFT privacy notice or data protection policy, as amended from time to time.

12. Termination

- 12.1 Termination by the Participant
Termination by the participant shall be possible only in accordance with Clause 4 or with the prior written consent of the SFT.
- 12.2 Termination by the SFT
The SFT may, without prejudice to any other rights or remedies available to it, terminate a participant's enrolment with immediate effect by written notice if:
 - 12.2.1 the participant fails to pay one or more invoices issued by the SFT.
 - 12.2.2 the participant breaches any express or implied obligation under these General Terms and Conditions; or
 - 12.2.3 the participant engages in conduct that disrupts the course, endangers persons or property, or may reasonably be expected to damage the reputation or legitimate interests of the SFT.
- 12.3 Consequences of Termination
 - 12.3.1 Upon termination of the contract, the participant shall immediately pay to the SFT all outstanding unpaid invoices and any applicable interest.
 - 12.3.2 Termination shall not affect any rights or remedies accrued prior to the date of termination.
 - 12.3.3 Unless otherwise required by mandatory law, no refund shall be due where the SFT terminates the contract for reasons attributable to the participant.

13. Insurance

- 13.1 The participant shall be responsible for ensuring that the participant has adequate health, accident, travel, and personal liability insurance, unless the SFT expressly confirms otherwise in writing.
- 13.2 To the extent that the SFT arranges or provides any insurance coverage, the scope of such coverage shall be limited to the terms of the relevant policy.
- 13.3 The SFT shall not be liable for illness, accident, or injury suffered by a participant except to the extent caused by the willful misconduct or gross negligence of the SFT where liability cannot lawfully be excluded.

14. Limitation of Liability

- 14.1 To the extent permitted by law, the SFT shall not be liable for any indirect, incidental, special, or consequential loss or damage, including loss of profit, loss of business, loss of opportunity, or loss of goodwill.
- 14.2 To the extent permitted by law, the SFT shall not be liable for loss of or damage to the participant's personal property unless caused by the SFT's willful misconduct or gross negligence.
- 14.3 Nothing in these General Terms and Conditions shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by mandatory law.

15. Force Majeure

- 15.1 The SFT shall not be liable for any delay in performance or failure to perform any of its obligations under these General Terms and Conditions if such delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lockouts, disease outbreaks, accidents, war, fire, government restrictions, transport disruption, or similar events ("Force Majeure Event").
- 15.2 In the event of a Force Majeure Event, the SFT may suspend, postpone, reschedule, relocate, convert to another format, or cancel the affected course.

16. Governing Law and Jurisdiction

- 16.1 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 the substantive laws of Switzerland.
- 16.2 Unless mandatory law provides otherwise, the exclusive place of jurisdiction shall be Uzwil, Switzerland.

17. Severability

If any provision of these General Terms and Conditions is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

18. Entire Agreement

These General Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, unless otherwise agreed in writing.

19. Language

If these General Terms and Conditions are issued in more than one language, the German version shall prevail, unless the SFT expressly states otherwise.

20. Entry into Force

These General Terms and Conditions shall enter into force on April 1st 2026 and shall repeal and replace all previous terms and conditions.