

General Terms and Conditions (GTC) of OVGU GmbH for the Summer School Taiyuan University of Technology (TYUT), 04.08.2024 to 18.08.2024

General Terms and Conditions of **Otto-von-Guericke Transfer- und Projektmanagement GmbH (OVGU GmbH), Universitätsplatz 2, 39106 Magdeburg, Germany** (hereinafter OVGU GmbH) for the registration for the Summer School of Taiyuan University of Technology at the Internet address www.ovgu.gmbh/summer-school-tyut-2024.

I. Scope of application

For the business relationship between OVGU GmbH and the contractual partner, the following General Terms and Conditions apply exclusively in the version valid at the time of registration when registering for the Summer School via the Internet address www.ovgu.gmbh/summer-school-tyut-2024. Conflicting or deviating terms and conditions of the contractual partner (GTC) are only effective if they are confirmed in writing by OVGU GmbH.

Contractual partners can call up these GTC at any time via a link at the web address www.ovgu.gmbh/summer-school-tyut-2024 and print them out using the Internet browser or save them on their computer.

II Conclusion of contract

The contractual partner fills out the registration form for the Summer School with his/her data (in particular surname, first name, address, telephone, e-mail). After clicking on the "Send" button for the first time, the contractual partner is first asked to check his/her data. By clicking the "Send" button again, the contractual partner submits a binding offer to participate in the Summer School under the conditions listed. Immediately after receipt of the offer, OVGU GmbH will send the contractual partner an automatic confirmation of receipt by e-mail. The offer is listed again in the confirmation of receipt. The offer can then be saved and/or printed out by the participant. The confirmation of receipt merely documents the receipt of the registration and does not constitute acceptance of the registration.

The contract is only concluded when OVGU GmbH accepts the offer. Acceptance takes the form of an order confirmation by e-mail, which can be printed out or saved on the computer. The order confirmation must be sent within 14 days of receipt of the offer. If the order confirmation is not sent within this period, the participant is no longer bound by his offer. Only the version of the documents in German shall apply to the conclusion of the contract.

III Payment modalities

The prices valid at the time of registration for participation in the Summer School shall apply. All prices quoted include the statutory VAT applicable in Germany at the time of registration.

Payment must be made before the start of the Summer School, but no later than 14 days after receipt of an invoice. Participants who fail to meet this obligation may be excluded from participation in the Summer School.

IV. Cancellation policy

Right of withdrawal

The contractual partner may revoke the contractual declaration in text form (e.g. letter, fax, email) within two weeks without giving reasons. The period begins on the day on which the following conditions are met:

1. the contractual partner has received the revocation instruction in text form;
2. the contract has been concluded by means of the order confirmation; and
3. OVGU GmbH has fulfilled its information obligations
 - a. according to § 312 c Abs. 2 BGB i.V.m. Art. 246 § 1 and § 2 BGBEG; as well as its obligations
 - b. pursuant to § 312 e para. 1 sentence 1 BGB in conjunction with Art. 246 § 3 BGBEG.

Timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to:

Otto-von-Guericke Transfer- und Projektmanagement GmbH (OVGU GmbH),
Universitätsplatz 2, 39106 Magdeburg, Germany; kontakt@ovgu.gmbh

Consequences of revocation

In the event of an effective revocation, the services received by both parties must be returned and any benefits derived (e.g. interest) surrendered. This may mean that the contractual partner must nevertheless fulfill the contractual payment obligations for the period up to the revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins upon receipt of the notice of revocation by OVGU GmbH.

Special notes

The contractual partner's right of revocation expires prematurely if the contract has been completely fulfilled by both parties at the express request of the contractual partner before the contractual partner has exercised his right of revocation.

End of the withdrawal policy.

V. Withdrawal

After acceptance of the offer by OVGU and after expiry of the withdrawal period, the contractual partner may withdraw from the contract. The withdrawal must be sent in writing to Otto-von-Guericke Transfer- und Projektmanagement GmbH (OVGU GmbH), Universitätsplatz 2, 39106 Magdeburg, Germany; kontakt@ovgu.gmbh. The receipt of the declaration of withdrawal by OVGU GmbH is decisive for compliance with the deadline. In the event of withdrawal by the contractual partner, the following cancellation costs shall be incurred:

- Withdrawal up to eight weeks before the start of the Summer School, i.e. by 09.06.2024, 23:59:59 at the latest: 0% of the participation fee;
- Withdrawal between eight and four weeks before the start of the Summer School, i.e. between 10.06.2024 and 06.07.2024 23:59:59: 50% of the participation fee;
- Withdrawal within four weeks or less before the start of the Summer School, i.e. on or after 07.07.2024: Full participation fee.

If the participation fee has already been paid, it will be refunded pro rata.

OVGU GmbH also reserves the right to withdraw from the contract due to an insufficient number of participants or due to the impossibility of fulfilling the contract. In such cases, the participation fee already paid will be refunded in full.

VI Data protection

Personal data is collected and stored exclusively in accordance with the statutory provisions of the European General Data Protection Regulation (EU GDPR) and the German Telemedia Act (TMG). The order can only be processed by OVGU GmbH if the contractual partner provides OVGU GmbH with their name, address and e-mail address. All data required for business transactions will be stored in a protected IT system. The data will be used exclusively by OVGU GmbH and its cooperation partner Otto von Guericke University Magdeburg.

The data collected will be deleted two years after the end of the Summer School.

VII Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from this contract is Magdeburg. The same applies if the participant does not have a place of jurisdiction in Germany or if

his/her place of residence or habitual abode is unknown at the time the action is brought. This shall not affect the right to appeal to the court at another statutory place of jurisdiction.

VIII. Applicable law

German law shall apply. For contractual partners who do not conclude the contract for professional or commercial purposes, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.