

Terms and Conditions of Participation of the SMA Solar Academy (Germany) of SMA Solar Technology AG (last amended October 2012)

1. Scope

The present terms and conditions of participation are applicable to participation in seminars, technical training measures, e-learning programs, continuing education and further training measures and other events (hereinafter referred to as "event" or "events") within the scope of the offer of the SMA Solar Academy Germany. If these terms and conditions of participation do not make any rulings to the contrary, the statutory provisions of the Federal Republic of Germany shall apply.

2. Registration

When registering, kindly observe the technical preconditions for access as stated in the event descriptions.

You can register in writing (i.e. by letter, fax or e-mail) or via our website. If possible, kindly use the pre-prepared registration forms. If you do not use our pre-prepared forms or our website, please be sure to provide us with the name of the participant and the complete company or invoicing address with telephone and fax number as well as e-mail address. Your registration is binding and will be recorded by us in order of receipt. You will receive immediate acknowledgement of receipt of your registration together with the corresponding invoice. The invoice is payable at the latest seven days prior to the start of the event.

Usually the closing date for registrations is 14 days prior to the start of the event.

3. Service Content of Events

Unless otherwise shown in the description, the respective participation fees stated for the event include the following:

- One joint midday meal per full seminar day
- Drinks during breaks
- Extensive working documentation

4. Withdrawal from Events

a) Substitution

You can nominate a substitute at any time instead of the registered participant. You will not incur any additional costs.

b) Change of Booking

You can change your booking to another event or event date at any time. Kindly inform us of this in writing (including by fax or e-mail).

Only one change of booking is possible. We shall charge the following administration fees for this:

- Change of booking up to four weeks prior to the start of the event: free of charge
- Change of booking less than four weeks prior to the start of the event: € 49.00 (plus sales tax)
- In the event of a change of booking due to illness, please send us a certificate from the doctor treating you, so as to avoid the need to charge the administration fee.
- We do not charge for changes of bookings with e-learning programs.

c) Cancellation

You can withdraw from the contract at any time. Nevertheless, this is only possible in writing (including by fax or e-mail). Kindly note that we charge the following administration fees:

- Cancellation up to four weeks prior to the start of the event: free of charge
- Less than four weeks prior to the start of the event: € 49.00 (plus sales tax)

In the event of no-show by the registered participant without prior cancellation, the full seminar fee is payable. With e-learning programs, cancellation prior to the first log-on is free of charge. With effect from the start of processing of the e-learning program (first log-on) we shall charge the full participation fee (plus sales tax).

5. Cancellation of Events

We reserve the right to cancel the event in case of failure to reach the required number of participants or for other important reasons for which we are not responsible (e.g. sudden illness of the speaker, force majeure). We shall inform you of any such situation immediately. Participation fees already paid will of course be refunded. Farther-reaching liability and damage claims that do not concern injury to life, limb or health are excluded, unless we are guilty of intent or gross negligence.

Kindly also note this when booking flights, rail tickets and hotels.

6. Reservation of Right to Make Changes

We are entitled to make necessary changes or deviations in terms of content, methods and organization (e.g. as a result of changes to the law) prior to or during the event, provided these do not significantly alter the benefit of the event advised for the participant. We are entitled to replace the envisaged speakers if necessary (e.g. in the event of illness, accident) with other persons with equal qualifications for the subject advised.

The documents provided within the scope of the continuing education program will be prepared to the best of our knowledge and belief. Liability and responsibility for the correctness, accuracy, completeness and quality of the content are excluded.

7. Retention of Title

We reserve unrestricted title to all deliveries of teaching materials until such time as all payment obligations have been honored in full by the customer. The onward sale of course documents is not permitted.

Documents and software, provided or handed over by the SMA Solar Academy within the scope of the event, must not be reproduced or processed, duplicated, disseminated or used for public rendering via electronic systems, without the written consent of SMA Solar Technology AG. In the event of contravention, the participant may be required to provide compensation.

8. Individual Customer Seminars

A course planned for company-specific purposes must be confirmed by the company in writing prior to the start of the course. Deviations from this can only be agreed with the signatory of the letter of quotation (or his deputy).

Confirmation of a course or invoicing will be immediate, at the latest, however, one week prior to the start of the course.

9. Right of Cancellation and Instructions concerning Right of Cancellation

You can cancel your declaration of contract in writing (e.g. letter, fax, e-mail) within a period of 14 days from conclusion of the contract without stating reasons. The cancellation is to be addressed to:

SMA Solar Technology AG

c/o SMA Solar Academy

Sonnenallee 1

34266 Niestetal (Germany)

or by e-mail to: SolarAcademy@SMA.de

On-time sending of the cancellation shall suffice for adherence to the deadline for cancellation.

10. Applicable Law, Place of Jurisdiction

The contractual relationships shall be governed by the law of the Federal Republic of Germany. To the extent permissible under law, place of jurisdiction is Kassel.

11. Severability Clause

Should parts or individual formulations of these terms of use not, no longer, or not fully comply with applicable law, this shall have no effect on the remaining parts in terms of their content or validity. The ineffective provision shall be replaced with a regulation to be determined by means of interpretation, which comes as close as possible to the financially and actually intended regulation in a legally effective way.

SMA Solar Technology AG,

Sonnenallee 1, 34266 Niestetal (Germany)