

Terms and Conditions for the SMA Solar Academy South Africa – Webinars (last amended July 2019)

1. Scope

These terms and conditions govern your participation in webinars (hereinafter referred to as “Event” or collectively as “Events”) provided by the SMA Solar Academy South Africa of SMA Solar Technology South Africa (Pty) Ltd (hereinafter „SMA“, „we“ or „us“).

The Terms and Conditions are entered into by and between you and SMA. These Terms and Conditions will become part of your participation contract with SMA when you accept these Terms and Conditions during the booking process.

2. Conclusion of Contracts

The provider of the Events and your contract partner for the participation contract is SMA Solar Technology South Africa. SMA uses the event management software and services of Eventbrite Inc., to book and process the order. For the avoidance of doubt, the Terms and Conditions of Eventbrite are only valid for the processing of the order and will not become part of the participation contract entered between SMA and you.

You can register for one or more Events via our website. However, SMA is not obligated to accept any registrations. The description of the Events on the SMA website is for information purposes only and is not a binding offer to conclude a contract with you. To book an Event, you will be redirected to the Eventbrite website, where you will be asked to accept these Terms and Conditions. The conclusion of the participation contract between you and SMA will be confirmed in an email that you receive from Eventbrite.

You may cancel your participation in an Event via Eventbrite by following the Log-in link in your confirmation e-mail up until seven days before the first day of the Event.

3. Service Content of Events

Unless otherwise stated in the Event description, the participation for the Event include the following:

- Training materials or Event documentation where applicable

4. Substitution for Events

You may substitute someone else to attend an Event at any time, without registering that person as a participant, by sending an e-mail to Training@SMA-South-Africa.com or by changing your booking via the Eventbrite website. Please provide the name of the participant who will attend in your place. You will not be charged additional costs to change the participant.

5. Cancellation of Events

We are entitled to cancel an event at any time for good cause without liability (e.g. including but not limited to illness or unavailability of the speaker or force majeure). Events and other online offers may be canceled at any time without liability, if less than five participants are registered or present at the time of the Event.

In the event an Event is cancelled, we will inform you promptly via e-mail. We are not liable for reimbursement of expenses you may have incurred to attend an Event or any other damages.

6. Reservation to Right to Make Changes

We are entitled to make changes to the content, process, methods and organization of the webinars (e.g. because of changes in law) prior to or during the Event; provided, such changes do not materially alter the benefit of the advertised Event for the participant. We are entitled to replace the scheduled speakers if necessary (e.g., but not limited to, illness or unavailability of the speaker) with other persons who have equivalent qualifications in the subject matter.

The documents provided for the Event will be based upon the best of our knowledge. We do not assume any liability or responsibility for the correctness, accuracy, completeness, or quality of the content or whether the content is current.

7. Usage of Training Documentation

We retain unrestricted title and ownership to the content of all deliverables of teaching materials. You may take the teaching materials with you conditioned upon payment of all fees for the Event. Sharing training documents with third parties or using them for third parties is not permitted.

Documents and software provided or handed over by SMA before, during or after the Event may not be reproduced or processed, duplicated, disseminated or used for public rendering via electronic systems without the written consent of SMA Solar Technology South Africa (Pty) Ltd. In the event of breach of this prohibition, the participant may be required to provide compensation to SMA.

8. Limitation of Liability, Disclaimer, Indemnity

SMA's liability in connection with or arising out of the participation contract (including these Terms and Conditions), regardless of the ground (contract or delict or otherwise) shall be limited, to the fullest extent permitted by law.

In no event shall SMA be liable for (i) any form of negligence (including gross negligence to the extent permitted by law) by SMA or by any of SMA's employees, executives or affiliates; (ii) indirect damage, consequential damage and/or loss of profits or unrealised savings; and (iii) any acts and omissions on the part of auxiliary persons of SMA or the supplier, be this contractual or non-contractual.

Any liability for damages that results from the use of information provided in the Events other than for the ordinary and designated use is excluded. Upon SMA's request, you agree that you shall indemnify SMA from

any third-party claims that are asserted against SMA in connection with the use of the provided information of the Events other than for the ordinary and designated use.

In addition, it is specifically recorded and you specifically agree that SMA will not be held liable for and shall be exempt from any damage arising from your misuse of information provided in the Events, or arising from improper maintenance of SMA goods resulting from your misuse of those information provided in the Events, or from damages caused beyond the reasonable control of SMA.

In no event shall SMA, its directors, officers, employees or agents be liable for any incidental, consequential, indirect or special damages, including punitive damages or attorneys' fees, whether foreseeable or unforeseeable, based on claims of you or your clients (including, but not limited to, claims for loss of business, goodwill, profits, loss of money or use of goods or impairment of other assets), arising out of breach of any express or implied warranty, breach of contract, misrepresentation, negligence, in delict or otherwise in connection with or arising out of the participation contract, except in the case of personal injury or property damage where and only to the extent that applicable law requires such liability.

The Events are provided as-is without warranty of any kind. SMA disclaims all warranties, conditions and obligations of any kind whatsoever, expressed or implied, whether statutory (not mandatory) or otherwise, including for greater certainty, and implied warranties of merchantable quality, merchantability, or fitness for a particular purpose.

9. Applicable Law and Jurisdiction

The participation contract (including this Terms and Conditions) is subject to South African law. Cape Town, South Africa, is the exclusive place of jurisdiction for all disputes arising from or in connection with the Participation Contract provided that the contract partner of the participation contract is a Merchant as identified in South Africa Common Law.

SMA Solar Technology South Africa (Pty) Ltd,
Woodstock, Cape Town, 7925