YASKAWA ACADEMY

General Training Information

Directions and hotel recommendations



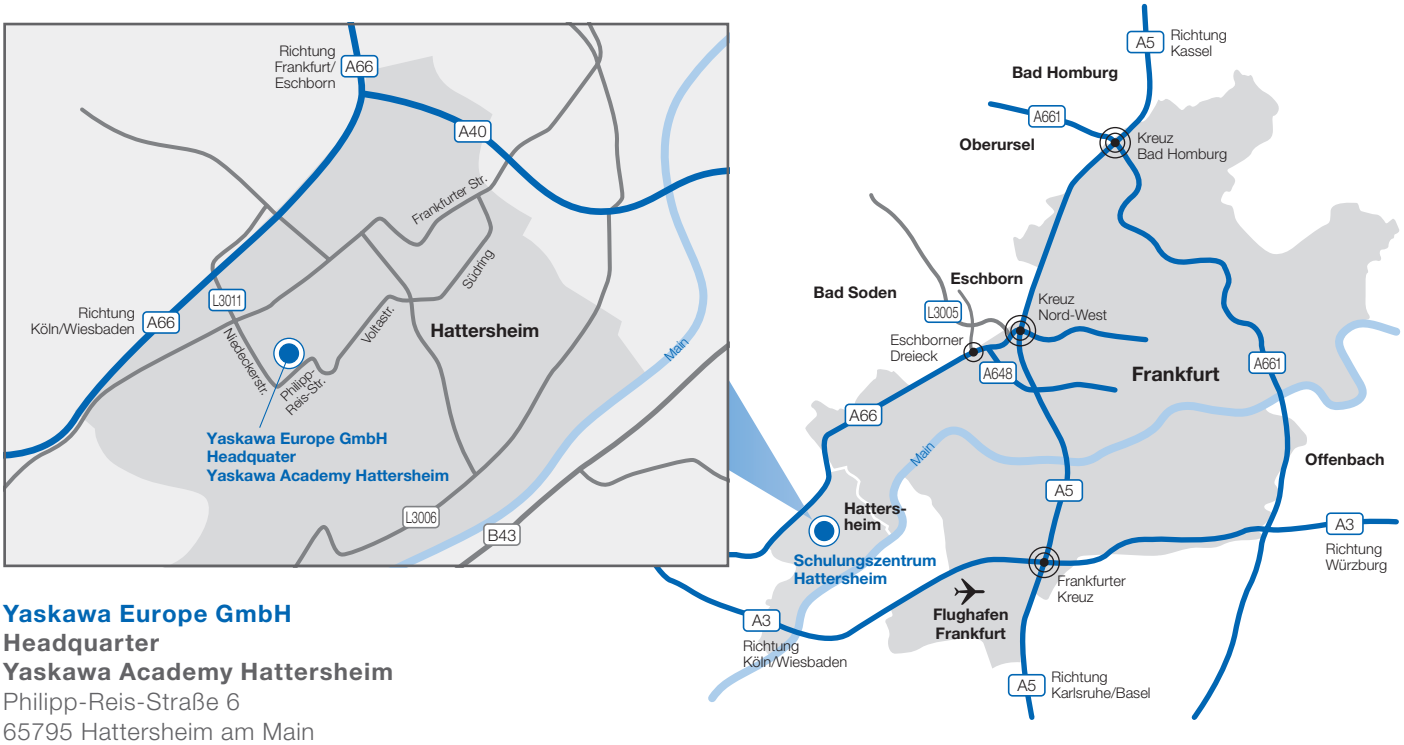
www.yaskawa.de

YASKAWA ACADEMY Hattersheim



WEITERBILDUNG HESSEN e.V.
GEPRÜFTE WEITERBILDUNGS-EINRICHTUNG

How to find our training centre



Yaskawa Europe GmbH
Headquarter
Yaskawa Academy Hattersheim
Philipp-Reis-Straße 6
65795 Hattersheim am Main
Tel. 06196 777 25-**55**
academy@yaskawa.eu

A selection of hotels and guesthouses in the Hattersheim area

**Due to individual preferences, we are unable to make hotel bookings on your behalf.
Please note, however, that hotels may be fully booked well in advance during trade fair periods.
Furthermore, almost all hotels charge different rates during trade fairs.
We have arranged a corporate rate with some hotels, so please quote 'YASKAWA' when making your booking. The prices quoted are guide prices and include VAT.**

HOTELS & GUESTHOUSES

Name and address	Price (single room)	Contact
Vital Hotel Niederhofheimer Straße 67 65719 Hofheim *) Buchungscode bitte anfragen	from 120,00 € B&B	Tel. 06192 97779-800 info@vital-hotel-frankfurt.de www.vital-hotel-frankfurt.de
Mein Palace Hotel Siemensstraße 3 65795 Hattersheim	from 100,00 € B&B	Tel. 06190 934449 info@meinpalace24.de www-http://meinpalace24.de
Pension zum Hirsch Sarceller Straße 3 65795 Hattersheim	from 79,00 € B&B	Tel. 06190 7529844 info pensionzumhirsch.de www.pensionzumhirsch.de
Hotel Athen Frankfurter Straße 10 65451 Kelsterbach	from 95,00 € B&B	Tel.:06107 6966204 info@hotel-athen-kelsterbach.de www.hotel-athen-kelsterbach.de
Best Western iO Hotel Graf-Zeppelin-Straße 2 65824 Schwalbach/Ts.	from 104,00 € B&B	Tel. 06196/99 9590 Fax 06196/99 95 999 info@iohotel.bestwestern.de www.bestwestern.de/hotels/Schwalbach/Best-Western-Plus-iO-Hotel
Moxy Frankfurt Airport Am Weiher 1 65451 Kelsterbach	from 99,00 € B&B	Tel. 06107 989790
Hotel Stolberg Stolbergerstraße 60 65205 Wiesbaden	from 95,00 € B&B	Tel. 06122 704938 hotelstolberg@outlook.de www.hotelstolberg-wiesbaden.de

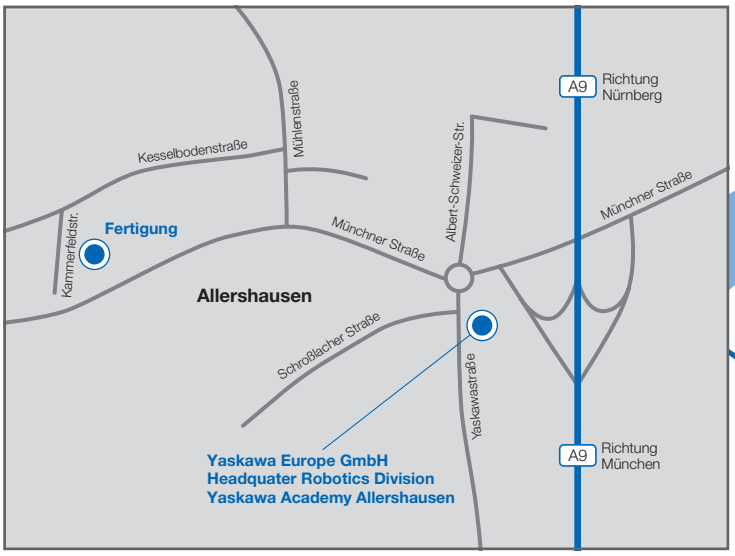
All information is provided without guarantee.

YASKAWA ACADEMY

YASKAWA ACADEMY Allershausen



How to find our training centre





Yaskawa Europe GmbH
Headquater Robotics Division
Yaskawa Academy Allershausen
Yaskawastraße 1
85391 Allershausen bei München
Tel. 06196 777 25-55
academy@yaskawa.eu

A selection of hotels and guesthouses in the Allershausen area

**We are unable to make hotel bookings based on individual preferences.
Please note, however, that hotels may be fully booked well in advance during trade fair periods.
Furthermore, almost all hotels charge different rates during trade fairs.
We have arranged a corporate rate with some hotels, so please quote 'YASKAWA' when making your booking. The prices quoted are guide prices and include VAT.**

HOTELS & GUESTHOUSES

YASKAWA ACADEMY

Name and address	Price (single room)	Contact
Pension „Haus am Bach“ Uhlandstraße 1 85391 Allershausen	from 65,00 € B&B	Tel. 08166 998733 info@pension-haus-am-bach.de www.pension-haus-am-bach.de
Hotel Huberhof Freisinger Straße 18 85391 Allershausen	from 85,00 € B&B	Tel. 08166 687120 Fax 08166 687168 info@hotel-huberhof.de www.hotel-huberhof.de
Hotel Zum Fuchswirt Ampertalstraße 4 85391 Allershausen	from 75,00 € B&B	Tel. 08166 991990 Fax 08166 9919929 mail@fuchswirt.de www.fuchswirt.de
Hotel Schloß Hohenkammer Schlossstraße 20 85411 Hohenkammer	from 109,00 € B&B	Tel. 08137 934-0 Fax 08137 934-390 www.schlosshohenkammer.de
Hörger Biohotel Hohenbercha 38 85402 Kranzberg	from 89,00 € B&B	Tel. 08166 990980 Fax 08166 9909868 info@hoerger-biohotel.de www.hoerger-biohotel.de

Alle Angaben ohne Gewähr.

General Course Terms and Conditions

Registration and deregistration

Registrations and cancellations must be made exclusively in writing by post, by email or via the online booking system at the following address:

YASKAWA Europe GmbH · YASKAWA Academy
Philipp-Reis-Straße 6
65795 Hattersheim am Main
Tel. 06196 777 25-55
Email: academy@yaskawa.eu

Training vouchers will only be accepted in their original form and following prior agreement with the YASKAWA Academy; they cannot be combined with any other discounts. Places on the courses are allocated on a first-come, first-served basis. As places on each course are limited, early registration is recommended. Furthermore, we will check whether all participants meet the course prerequisites specified online on the training portal at the time of registration.

Dates

Course dates are available on request or can be viewed on our website. Please contact us in good time so that we can take your preferred date into account. Bookings can only be made upon presentation of a written order.
The YASKAWA Academy reserves the right to postpone the courses on offer in the event of insufficient enrolment or for specific reasons, including, where necessary, after confirmation of your registration has been issued, in consultation with you.

Accommodation / Storage of belonging

Unfortunately, due to the wide range of options available, as well as individual preferences and company requirements, we are unable to make hotel bookings on your behalf. We ask for your understanding in this matter. However, when booking your hotel, please bear in mind that during trade fair periods, hotels may be fully booked well in advance. The safekeeping or protection of course participants' belongings against theft, loss or damage is not part of the contract.

Entry requirements

Participation in courses by individuals or via companies subject to sanctions under the sanctions regimes of the European Union, the Federal Republic of Germany, the United States of America or ASEA member states is prohibited and will be rejected by us. The applicant for course participation undertakes to draw our attention to any such sanctions in writing or in text form, highlighting this clearly in the application for course participation. If the person submitting the application for course participation culpably breaches the above obligation, they shall indemnify Yaskawa Europe GmbH against all damages and reasonable and customary costs arising therefrom. Section 254 of the German Civil Code (BGB) (contributory negligence) remains unaffected.

Course fee

The training will be invoiced in the week of the relevant event.

Cancellations/Withdrawal

You may cancel free of charge up to four weeks before the course begins. Cancellation requests must be made in writing only. After this deadline has passed, a flat-rate cancellation fee plus VAT will be charged. The administration fee is 10 per cent of the course fee for cancellations made between 28 and 14 calendar days before the course starts, and 50 per cent of the course fee for cancellations made between 13 and 7 calendar days before the course starts. After this period, or in the event of a no-show, the full course fee will be charged. Of course, the registrant may nominate a replacement participant, provided they meet the necessary course requirements.

Cancellation of the training course by YASAKWA

We reserve the right to cancel an event for compelling reasons (unavailability of the trainer, unforeseeable circumstances (e.g. force majeure) or official directives (e.g. a pandemic)). An alternative date will be offered to you on a non-binding basis. There is no entitlement to reimbursement of travel and accommodation costs.

Conclusion

At the end of a course, a participant's qualification is confirmed by the award of a certificate. Participants who were unable to follow the course content due to insufficient prior knowledge or communication difficulties will receive a certificate of attendance.

Times

The YASKAWA Academy is open from 8.30 am to 4.30 pm on training days. Please refer to your booking confirmation for the exact course times, as these may vary depending on the course you have booked.

Training materials

All course materials are made available to course participants online via our online training portal, with personalised access. No handbooks can be sent out (in advance).

Data Protection

We use your personal data solely for the purpose of organising the relevant course. Your personal data will not be stored for any other purpose or passed on to third parties (unless this is necessary for the course to take place, e.g. to external speakers).
https://www.yaskawa.eu.com/meta/privacy-statement

Catering

Drinks and lunch are included on course days.

Liability

1. Yaskawa haftet vorbehaltlich nachstehender Ausnahmen nicht, insbesondere nicht für Ansprüche des Kunden auf Schadensersatz oder Aufwendungsersatz – gleich aus welchem Rechtsgrund – bei Verletzung von Pflichten aus dem Schuldverhältnis.

2. Vorstehender Haftungsausschluss gemäß Ziff. 1. gilt nicht:
- für eigene vorsätzliche oder grob fahrlässige Pflichtverletzung und vorsätzliche oder grob fahrlässige Pflichtverletzung von gesetzlichen Vertretern oder Erfüllungsgehilfen;
- für die Verletzung von wesentlichen Vertragspflichten; „Wesentliche Vertragspflichten“ sind solche, deren Erfüllung den Vertrag prägt und auf die der Kunde vertrauen darf.
- im Falle der Verletzung von Körper, Leben und Gesundheit auch durch gesetzliche Vertreter oder Erfüllungsgehilfen;
- soweit Yaskawa die Garantie für die Beschaffenheit ihrer Ware oder das Vorhandensein eines Leistungserfolges, oder ein Beschaffungsrisiko nach § 276 BGB übernommen hat;
- bei einer Haftung nach dem Produkthaftungsgesetz oder anderen gesetzlich zwingenden Haftungstatbeständen.

3. Im Falle, dass Yaskawa oder deren Erfüllungsgehilfen nur leichte Fahrlässigkeit zur Last fällt und kein Fall vorstehender Ziff. 2., dort 1, 3, 4, 5 Spiegelstrich vorliegt, haftet Yaskawa auch bei der Verletzung wesentlicher Vertragspflichten nur für den vertragstypischen und vorhersehbaren Schaden. § 254 BGB (Mitverschulden) bleibt unberührt.

4. Die Haftungsausschlüsse bzw. -beschränkungen gemäß der vorstehenden Ziff. 1. bis 3. und Ziff. 5. gelten im gleichen Umfang zu Gunsten der Yaskawa Organe, sowie leitenden und nichtleitenden Angestellten und sonstigen Erfüllungsgehilfen und Subunternehmern von Yaskawa.

5. Ansprüche des Kunden auf Schadensersatz aus dem Vertragsverhältnis mit Yaskawa können nur innerhalb einer Ausschlussfrist von einem Jahr ab dem gesetzlichen Verjährungsbeginn geltend gemacht werden. Dies gilt nicht, wenn Yaskawa Vorsatz oder grobe Fahrlässigkeit zur Last fällt, bei leichter Fahrlässigkeit, wenn Yaskawa eine wesentliche Vertragspflicht verletzt hat und bei Ansprüchen wegen der Verletzung von Körper, Leben oder Gesundheit, sowie im Falle einer Forderung, die auf einer deliktischen Handlung oder einer ausdrücklichen übernommenen Garantie oder der Übernahme eines Beschaffungsrisikos nach § 276 BGB beruht, oder im Falle, dass gesetzlich zwingend eine längere Verjährungsfrist gilt.

6. Eine Umkehr der Beweislast ist mit den vorstehenden Regelungen nicht verbunden.
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Note

Wir empfehlen Ihnen grundsätzlich die Schulung Ihrer Mitarbeiter in unseren Schulungsräumen der YASKAWA Academy durchzuführen. Aus unseren Erfahrungen ist eine effektive und qualitative Schulung dort eher zu erzielen als bei Ihnen vor Ort, da der Lehrgangsleiter auf die individuellen Bedürfnisse der Teilnehmer gezielt eingehen kann und Ablenkungen aus dem Tagesgeschäft ausbleiben. Des Weiteren möchten wir Sie darauf hinweisen, dass an einer Anlage max. 3 Personen effektiv gleichzeitig geschult werden können.

Es besteht bei nicht ausreichender Schulung ein Risiko für die Betriebssicherheit Ihrer Anlagen durch Bedienungsfehler der Schulungsteilnehmer während der Schulungsmaßnahme. Schäden und daraus resultierende Folgekosten werden von der YASKAWA Europe GmbH nicht übernommen. Es besteht die Möglichkeit für die Dauer der Schulung, Leihgeräte bei uns zu mieten. Gern unterbreiten wir Ihnen ein entsprechendes Angebot (nur für Punktbezogene Applikationen möglich).

General Terms and Conditions of Delivery and Payment

1. Scope

(1) The following General Terms and Conditions of Delivery and Payment (the "GTCs") shall apply to each order placed by the customer with us. They shall also apply to all future deliveries, performances or offers to customers even if not included again separately. If the creation and provision of computer programs is the object of a contract, our "General Licence Terms for the Provision and Use of Software" shall apply as far as they contain provisions that are contrary to these GTCs. Apart from that, these GTCs shall apply.
(2) Any conflicting terms and conditions of the customer are hereby rejected; such terms and conditions shall only be binding if we have expressly agreed to them in writing.

2. Offers and Orders

(1) Offers made by us are non-binding until we confirm an order in writing. Samples and specimens are outline details only that are not binding to us.
(2) We shall be entitled to accept a customer's offer to enter into a contract within four weeks upon our receipt of the offer, unless the customer's offer provides otherwise. The scope of the delivery shall be as defined in our confirmation of the offer.
(3) Our acceptance of the customer's offer to enter into a contract must be in writing to be effective, facsimile and e-mail being sufficient.
(4) We shall be entitled to make partial deliveries as far as this is reasonably acceptable for the customer. A partial delivery is, in particular, reasonably acceptable if
a) the partial delivery may be used by the customer within the scope of the contractually intended use;
b) the delivery of the remaining ordered goods is ensured, and
c) no additional expenses or costs are incurred by the customer due to the partial delivery, unless we declare that we are willing to compensate such costs.
(5) Sample deliveries are considered to have been accepted by the customer subject to these GTCs after the expiration of the agreed time period, unless otherwise agreed in writing or the sample deliveries have been returned to us by the customer during the sample period.

3. Prices

(1) Our prices do not include statutory Value Added Tax (VAT) and are understood net ex works, excluding packaging, insurance, assembly, postage and delivery costs. This is without prejudice to clause 11.
(2) If on any given delivery date, which is at least four months after the date on which the contract was concluded, any changes should occur to the basis on which prices have been established (e.g. an increase in the price charged for raw materials, materials, wages, transportation or storage), we shall reserve the right to adapt our prices accordingly after informing the purchaser of this change. The price increase can only be asserted by us within two months after the occurrence of the price increases mentioned. The individual cost elements and their increase shall be given a fair weighting in determining any new prices. In the event that individual cost elements should increase whilst others decrease, this shall also be taken into consideration when determining the new price.

4. Terms of Payment

(1) The terms of payment shall be subject to the relevant arrangement between Yaskawa and the customer. The relevant point of time regarding the timeliness of a payment shall be the receipt of the payment by us.
(2) In case of any default in payment by the customer, the customer shall pay default interest accruing at a rate of 9 percentage points above the base interest rate p.a. In addition, we reserve the right to claim higher damages or assert further claims.
(3) The purchaser shall have no rights of set-off unless the purchaser's counterclaims have been established in a legally binding manner, or, admitted by us or they are undisputed. The purchaser may exercise a right of retention insofar as the purchaser's counterclaim is based on the same contractual relationship or the counterclaim has been accepted, decided by a court of law or is pending judgement.

5. Delivery

(1) All our delivery are free carrier from Yaskawa's warehouse or production site (FCA, Incoterms 2020), unless otherwise agreed.
(2) Unless agreed otherwise, periods agreed for our deliveries and performances commence on the receipt of our acceptance by the customer.
(3) Delivery dates and delivery periods shall only be binding upon an express and written confirmation by us.
(4) Deadlines are considered to be met if the goods have been delivered to the customer prior to the expiry of the deadline in accordance with FCA (Incoterms 2020) or other agreed Incoterms.
(5) We shall not be liable for impossibility of delivery or for delays in delivery as a result of events considered to be force majeure or of other events that were at the time of the conclusion of the contract unforeseeable (e.g. any kind of operational breakdowns, transport delays, strikes, lawful lockouts, shortages of labour, raw materials or energy supplies, epidemic, pandemic, difficulties in obtaining any requisite official permits, governmental actions), that we are not responsible for. In such cases we shall immediately inform the customer. If the force majeure event persists for more than six months, each party may rescind from the contract.
(6) The correct and timely self-supply shall be reserved. If we are unable to meet the binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the customer. A case of non-availability of the service in this sense is in particular the failure of our supplier to deliver to us in good time if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case. In this case, we may also declare cancellation of the contract with regard to the undelivered goods if the performance period is extended by more than one month due to incorrect or untimely self-delivery.
(7) If the delivery of goods is delayed by us, we will use reasonable efforts to deliver the goods at a later stage at once.
(8) If the customer delays or fails to pick up the goods, we will charge a storage fee of 5 % of the purchase price for the goods, or alternatively the actual storage costs incurred.

6. Bearing of Risk

(1) Risk shall pass to the customer as soon as the goods are ready for dispatch and we have notified the customer in writing or orally about our readiness for dispatch, at the latest however if the goods have left our warehouse for delivery to the customer.
(2) Transport insurance shall only be concluded at customer's request and expense.

7. Reservation of Title

(1) We shall retain full title of the goods delivered until full payment of all current or future claims arising from the business relationship with the customer (the "Reserved Goods").
(2) If the customer alters or processes the Reserved Goods, such work shall be deemed to be carried out on our behalf. Where the Reserved Goods are processed or incorporated with other products, we shall be the co-owner of the resulting products in the proportion of the value of the Reserved Goods to the value of the other products. This clause 7 shall apply to any such new product accordingly.
(3) The customer shall keep the Reserved Goods on our behalf in safe custody with the diligence of a prudent businessman.
(4) Subject to withdrawal, the customer may only use the Reserved Goods in the ordinary course of business and only resell the Reserved Goods subject to retention of title. Without our prior consent, the customer shall not be entitled to otherwise dispose of the Reserved Goods in a way that interferes with or otherwise endangers our rights in such goods, including, but not limited to, pledge or transfer as security.
(5) The customer shall immediately inform us in the event of any third party action against the Reserved Goods or against any receivables assigned to us as security and to provide us with all documentation necessary to initiate third-party counterclaim proceedings. The costs of any such third-party counterclaim proceedings or any action required to otherwise redress such third-party action and to replace the Reserved Good shall be borne by the customer, to the extent not reimbursed by a third party.
(6) The customer hereby assigns to us all claims arising from the resale of the Reserved Goods or from the processing of the Reserved Goods, as security for the customer's current and future obligations arising from the business relationship between us and the customer. In the event that the customer resells the Reserved Goods to a third party together with other goods, the customer hereby assigns to us its purchase price claim in an amount of the value of the Reserved Goods. We hereby accept such assignment. As long as the customer complies with its contractual obligations, the assignment of the foregoing claims shall be treated as an undisclosed assignment. Subject to withdrawal, the customer is hereby authorised to collect such claims. In case of withdrawal, the customer shall, at our request, provide us with all information relating to the assigned claims and the debtors that are required to collect such claims by ourselves and shall inform the debtors of the assignment of such claims.
(7) We will not exercise our rights of withdrawal under clause 7(4) and clause 7(6) unless the customer is in default in making payments or unless an application to open a settlement or insolvency proceedings has been filed or the customer has suspended its payments.
(8) If and to the extent a reservation of title is not effective in the jurisdiction in which the contractual goods are located, it shall be deemed agreed that the customer provides us with a security that has the same or similar effect to a reservation of title. If the cooperation of the customer is required in order to create such security, the customer will, at its own expense, take all necessary actions without undue delay.
(9) The customer shall insure the Reserved Goods against theft, breakage, fire, water and other damage at its own expense.

8. Warranty

(1) To the extent that the products delivered by us and the performances rendered by us are defective, we shall, at our option, remedy such defects or arrange for a replacement delivery in accordance with the statutory regulations and the provisions of this clause 8. They customer may only rescind from the contract after two attempts to rectify the defect have failed. Claims for damages exist only to the extent as set out in clause 9. Any replaced products and parts not already owned by us will become our property.
(2) Any claims in relation to defects will become time-barred 12 months after passing of risk for which there is limited liability in accordance with clause 9. In the case of an item that has been used for a building in accordance with its normal use and has caused its defectiveness, the limitation period shall only apply after five years.
(3) The customer is required to inspect each delivered product upon receipt without undue delay. Warranty claims shall be excluded if any objections as to the quantity of goods and as to defects identifiable by careful inspection are not notified to us in writing without delay upon delivery; the same shall apply to objections regarding hidden defects which are not notified to us without delay after its identification.
(4) If a notice of defects of the customer is unjustified, the customer shall reimburse all expenses that we have incurred due to the unjustified notice of defect, provided that it was its fault.
(5) A defective assembly or assembly service conducted by us shall not be deemed as a material defect under the rules for purchase agreements, but only as a defect under the rules for works agreements.
(6) Representations or guarantees shall not be deemed to have been validly given unless we have given them expressly in writing.

9. Liability for Damages

(1) Our liability – irrespective of the legal basis – is limited to damages that we or our legal representatives or vicarious agents have caused by wilful misconduct or gross negligence or, in case of a breach of essential contractual duties, by simple negligence.
(2) Essential contractual obligations include, but are not limited to, the obligation to render performance in a timely manner and without defects, as well as obligations to give advice, to protect and to exercise due care, which shall have the purpose to enable the customer to use the delivered goods according to the contract or to protect the personnel of the customer or third parties from danger to life and limb or customer's property from substantial damage.
(3) In cases of simple negligence, our liability is limited to damages which are typical in comparable cases and which were foreseeable at the time the contract was concluded or, at the latest, at the time the breach of duty was committed, excluding any indirect damages.
(4) Claims for damages pursuant to the German Product Liability Act, due to guaranteed quality characteristics, or due to damage to life, body or health, shall not be affected by the above provisions.

10. Refusal of Performance

(1) If a contract is not performed due to customer's fault and in breach of contract, the customer shall compensate damages in the amount of all costs incurred by us, but in any event no less than 5% of the net value of the ordered goods, unless the customer can demonstrate that we incurred fewer damages. The same shall apply if we withdraw from the contract for this reason.

11. Special Conditions for Delivery and Assembly

(1) Costs for assembly, hourly rates, daily rates, travel expenses, other costs etc. can be taken from the current relevant price sheet for the related Yaskawa Division, respectively.
(2) Prior to the start of the assembly, all structural works must be completed to a degree that the assembly can begin immediately after delivery. The foundation must be completely dry and hardened and the rooms in which the assembly should take place must be sufficiently protected against weather, well-lit and sufficiently heated.
(3) The customer must procure at its own costs
a) a sufficient number of auxiliary workers and skilled workers required for the assembly;
b) the devices and materials required for the assembly and operation; and
c) the unloading of the railway wagons and the transportation of goods from the railway wagons, trucks or vessels to the place of assembly, free of charge. Delays of the assembly and operation that we are not responsible for shall be reimbursed by the customer in accordance with this clause 11. The risk of transportation for brought delivery parts shall be borne by the customer.
(4) The delivery period shall generally correspond to the delivery period specified in Yaskawa's offer accepted by the customer. However, it shall be extended
a) in the event that, in order to deliver the respective delivery item in accordance with the contract, it is necessary to obtain an export licence which was not apparent to Yaskawa at the time of conclusion of the contract, in accordance with the relevant statutory provisions, by the duration of the relevant export licence procedure. This shall only apply insofar as Yaskawa initiates this immediately after conclusion of the contract and has fulfilled all relevant procedural obligations completely and in a timely manner.
b) in the event that the contractual delivery of the respective delivery item requires the completion of an export licence procedure in accordance with the relevant statutory provisions, where the obligation to complete this procedure only arises upon notification of the obligation to complete the export licence procedure by the relevant authority/body, for the duration of the relevant export licence procedure. This shall only apply insofar as Yaskawa initiates this immediately after notification by the relevant authority/body to YASKAWA and has fulfilled all relevant procedural obligations completely and in a timely manner in this procedure.

Yaskawa shall inform the customer immediately after conclusion of the contract in the event of (a) the necessity of carrying out an export licensing procedure and in the event of (b) or immediately after notification by the authority/body. The above extension of the delivery period specified in sentence 1 shall not apply if Yaskawa has provided a delivery guarantee within the delivery period or has assumed a procurement risk equivalent to a guarantee within the delivery period.

12. Special Conditions for Works

The following conditions shall apply if the contract is a contract for work:
(1) Without undue delay after notification of the completion of the work, the customer shall conduct a test-run of the subject matter of the contract, test its compliance with the contractually agreed functionality and performance and – provided no defects occur, which have to be notified without undue delay – accept the work in writing towards us at the latest within two weeks. If the customer does not notify us of any defects within such two-weeks period, the work is deemed to be accepted, with the effect that the risk as to the performance for the work shall pass to the customer.
(2) At customer's request, we shall instruct and train the customer's employees on the handling of the work at the customer's location. In such case, the customer shall bear any costs for travelling, accommodation and allowance of our training personnel and provide – if necessary – training rooms and protective clothing in sufficient quantities, free of charge.
(3) In order to deliver any work on time, the customer must timely and duly comply with its contractual duties to cooperate. If the customer does not or does not duly comply with its duties, the delivery periods shall be extended by the period of delay.
(4) Detailed provisions in relation to the customer's duty to cooperate are set out in the respective underlying contract.
(5) Rights of the customer in case of defects after acceptance
a) If the work is defective, the customer may claim supplementary performance (i.e. remediation of the defect or performance of new work). The choice between remediation of the defect or performance of new work is in our option.
b) After the fruitless expiration of a time period set for the supplementary performance, the customer may remedy any defect himself and claim for the compensation of any requisite expenses, unless we were entitled to refuse a supplementary performance.
c) In case the remedy of defects fails, we unjustifiably refuse a supplementary performance or we do not provide a supplementary performance within a reasonable time period set by the customer, the customer may abate the remuneration or rescind from the contract and claim expenses without avail or claim damages in lieu of performance.
d) The customer does not have any claims with regard to defects caused by or resulting from improper operation or maintenance of the work or modifications to the work by the customer or any third party.
e) The customer's claims for defects of work become time-barred one year after acceptance of the work.

13. Confidentiality

(1) The customer shall treat all trade and business secrets which are disclosed to him during the performance of the contract as confidential and shall not disclose such trade and business secrets to third parties. This duty of confidentiality shall remain in force for a period of five years after the expiration of the contract.
(2) In the case that any Confidential Information is disclosed to any unauthorised third party due to customer violating any of the obligations imposed upon them under this Non-Disclosure Agreement, Customer shall be obligated to pay a contractual penalty in the amount of 50.000,00 EUR for each individual case of violation. The above shall not affect the right to assert a claim for any higher damages in relation to which any contractual penalty shall be offset.
(3) Reverse Engineering by observing, examining, dismantling, testing of the product covered under this agreement is prohibited. The prohibition of reverse engineering also extends to all other products made available by the respective party.

14. Rights to Work Results / Copyright

The customer shall have a simple, non-exclusive and non-transferable right to use the work results made in the scope of a contract (such as cost estimates, drawings, organisational analyses), to the extent that these are required for the utilisation of the work result in the course of the customer's business activities.

15. Data Protection

15.1. Yaskawa Europe GmbH processes personal data only within the scope of order processing. In case of forwarding data within the Yaskawa Group, to authorized contracted partners or service providers, Yaskawa ensures the commitment of them to Data Protection. Transfers of data to external third parties only take place if such transfer is explicitly approved. Further information regarding Data Protection can been found under https://www.yaskawa.eu.com/meta/privacy-statement. The rights of the data subject can always be asserted with a notation "for the Data Protection Officer" to data-protection@yaskawa.eu.com.
15.2. The customer, its directors or officers, employees, representatives or authorized contracted partners shall comply and will be contractually bound to store, process, transfer and delete all submitted personal data of Yaskawa Europe GmbH according to the European GDPR.

16. Final Provisions

(1) The customer shall be responsible for the full compliance with any applicable law, writs, rules, regulations and any regulatory actions and Yaskawa export control policies agreed with the customer and shall procure any permissions, licenses and authorizations and the compliance with any other statutory provisions that are necessary to conduct its business in compliance with the applicable law.
(2) The customer will refrain from export any of Yaskawa's products, which are listed in particular but not conclusively Annexes XI, XX, XXXV and XL of the Regulation (EU) No. 833/2014 and in one or more Annexes of the Regulation (EU) No. 765/2006, in particular but not conclusively in Annexes XVI, XVII, XXVIII and XXX, to Russia and Belarus or for the later use in Russia or Belarus. The Customer shall also comply fully with every subsequent revision of said Annexes or new Annexes which will be enacted by the European Union against Russia and Belarus or any other country which might be additionally sanctioned by the European Union due to the same purpose of the beforementioned regulation.
(3) If a delivery of the goods to certain countries or territories or to one or more consignees is not permissible or restricted due to statutory provisions or trade regulations and trade sanction applicable to goods of Yaskawa or Yaskawa's production sites or should such restrictions enter into force after the acceptance of an offer or during the delivery, Yaskawa reserves the right to withdraw from the contract at any time without a warning. Yaskawa in such case is not liable for any subsequent damages due to the withdrawal of such contracts.
(4) The place of performance is the place of business of the affected operating Yaskawa Division.
(5) The exclusive place of jurisdiction is the place of business of the affected operating Yaskawa Division. However, we are entitled to sue the customer in any other legal jurisdiction.
(6) This contract shall be governed by the non-harmonised law of the place of business of the affected operating Yaskawa Division. The application of UN sale of goods law (CISG) are expressly excluded from this contract.
(7) There are no oral side agreements to this contract. Any amendments and supplements to these GTCs must be made in writing to be effective. This shall also apply to any amendment of this written form requirement.
(8) Should a provision of these GTCs be invalid, this does not affect the validity of the remaining provisions. An invalid provision of these GTCs shall be deemed to be replaced by such valid provision that comes closest to the intended commercial purpose of the invalid provision.
(9) None of the provisions agreed in any of the terms and conditions are intended to alter the legal or common law distribution of the burden of proof.
Date: October 2025

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Technische Änderungen und Irrtum vorbehalten.

Schulungsinformationen
B-04-2026

YASKAWA ACADEMY