

## Volume Graphics Training Terms and Conditions (China, including Mainland China, Hongkong, Macao, and Taiwan)



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These General Terms and Conditions (“**GTC**”) shall apply to all existing and future agreements between Volume Graphics (Beijing) Technology Co., Ltd., Unit D-01-0-1205 B, 12th floor, Building 5, No. 19 Dongfangdonglu, Chaoyang District, Beijing 100600, People’s Republic of China (“**Volume Graphics**”) and contractual partners (“**Contractual Partners**”) regarding training courses and other offers of VG Academy (“**Training Courses**”) on Volume Graphics software products. The GTC are available in Chinese and English—retrievable on the Volume Graphics Homepage at [www.volumegraphics.com](http://www.volumegraphics.com). In the event of contradictions between the language versions, the English version shall prevail.

## **1. Scope of application**

1.1 These GTC shall apply to all training agreements concerning VG Software (“**Training Agreements**”) to be concluded or concluded between Volume Graphics and Contractual Partner. This shall also include future Training Agreements, even if for them no express reference is made to these GTC.

1.2 Any of Contractual Partner’s general terms and conditions are hereby objected to. They shall not become part of the Training Agreement even if Volume Graphics does not expressly object to them again.

## **2. Conclusion of Training Agreements**

2.1 By booking a Training Course, Contractual Partner acknowledges the GTC as binding.

2.2 Offers from Volume Graphics shall be subject to confirmation, non-binding and subject to availability. The Training Agreement shall only be concluded with Volume Graphics’ order confirmation, which may also take the form of an invoice.

2.3 Contractual Partner shall provide truthful information when concluding the Training Agreement (“**Booking Data**”). Volume Graphics shall be entitled to process the information contained in the Booking Data in such a way as is necessary to be able to fulfil this Training Agreement. Contractual Partner agrees that within the framework of the contractual relationship Volume Graphics may store and use the e-mail addresses of the persons participating in a Training Course (“**Participants**”) provided when providing the Booking Data for the purpose of communicating with the Participants. Contractual Partner shall ensure that this data agreement is admissible under Cybersecurity Law.

## **3. Payment terms**

3.1 Unless otherwise agreed, the training fee shall be paid in advance immediately upon receipt of the invoice and without deduction.

3.2 Contractual Partner agrees to Volume Graphics sending invoices by fax or e-mail. The training fees stated in the invoice are net fees. Any taxes and other levies shall be paid additionally by Contractual Partner.

3.3 Volume Graphics reserves the right to exclude Participants for whom Contractual Partner has not paid the training invoice or has not paid it on time from the Training Course. However, Contractual Partner shall not be released from the obligation to pay the agreed price nevertheless.

## **4. Cancellation**

4.1 Contractual Partner may cancel the registration of a Participant for a Training Course at any time. Cancellation must be made in writing, by fax or by e-mail to [support@volumegraphics.cn](mailto:support@volumegraphics.cn). Upon receipt of the cancellation notice, Volume Graphics shall be entitled to assign the cancelled training places or dates elsewhere.

4.2 If Contractual Partner cancels the registration of a Participant for a Training Course, it shall be obliged to pay a cancellation fee unless it is entitled to a (mandatory) statutory right of withdrawal or termination. The amount of such fee shall be as follows:

- > If the cancellation is made more than four (4) weeks prior to the start of the planned Training Course, the cancellation shall be free of charge.
- > If the cancellation is made between two (2) and four (4) weeks before the start of the planned Training Course, the cancellation fee shall be 50 % of the training fee.
- > If the cancellation is made within two (2) weeks prior to the start of the planned Training Course, the cancellation fee shall be 100 % of the training fee.

However, with regard to the cancellation fee, Contractual Partner shall be entitled to prove that Volume Graphics has not incurred any damage or that the damage is significantly less than the cancellation fee payable pursuant to Clause 4.2. In this case, Contractual Partner shall only be obliged to compensate for this lesser damage. Volume Graphics reserves the right to claim damages beyond the cancellation fee.

4.3 If a Participant fails to attend the planned training date or if he/she only attends in part, Contractual Partner shall remain obliged to pay the full training fee.

## **5. On-site Training Courses**

5.1 For on-site Training Courses, Contractual Partner shall be responsible for the necessary infrastructure. In particular, it must provide rooms of sufficient size, a projector as well as workstations in the required number and with the required performance and ensure the proper installation of the Volume Graphics software product with the required module configuration and in the required version. Contractual Partner shall also be responsible for the personal safety as well as the catering of the Participants. Volume Graphics will provide separate information which specific infrastructure or peripheral equipment is required.

5.2 Volume Graphics will provide installation packages and training licenses to the extent these are required for conducting the Training Course.

5.3 Unless otherwise expressly agreed upon, travel costs of Volume Graphics are not separately invoiced, but are included in the training fees.

5.4 Contractual Partner may also cancel on-site Training Courses in accordance with Clause 4. In the case of cancellation more than four (4) weeks prior to the start of the planned Training Course, by way of derogation of Clause 4 Contractual Partner has to reimburse cancellation fees of third parties (e.g. hotel owner, airline, railway operator), which incur Volume Graphics.

## **6. Training material**

6.1 The documents and presentation for the Training Courses are confidential information. They are intended solely for the personal use of the Participants and may not be reproduced, disseminated, published, made publicly available, translated or otherwise processed, or used for purposes other than personal use without the prior written consent of Volume Graphics.

6.2 The obligations under Clause 6.1 do not apply to confidential information which can be proven to (a) have already been known to Contractual Partner prior to the disclosure without any obligation to maintain secrecy or restriction of use, (b) have already been publicly known or generally accessible prior to the disclosure, (c) have become publicly known or generally accessible after the disclosure without Contractual Partner's involvement or fault, or (d) have been independently developed by Contractual Partner or which the latter has had developed independently of the knowledge of the confidential information.

## 7. Cancellation of events

7.1 Volume Graphics shall be entitled to cancel or postpone a Training Course if the trainer is ill and no substitute trainer is available or the required minimum number of Participants is not reached by four (4) weeks before the start of the respective training session. Unless otherwise agreed upon, the required minimum number of Participants is four (4). Volume Graphics shall immediately inform Contractual Partner in the case of a cancellation or postponement of a Training Course.

7.2 Volume Graphics shall further be entitled to cancel or postpone a Training Course if Volume Graphics is unable to conduct a Training Course for reasons for which Volume Graphics is not responsible. Volume Graphics shall inform Contractual Partner immediately in this case as well.

7.3 If Volume Graphics cancels a training Training Course for one of the above reasons and does not offer an alternative date in accordance with Clause 7.4, the training fee shall not be charged. Payments already made shall be refunded by Volume Graphics. Frustrated expenses, in particular travel and accommodation expenses, will not be reimbursed to Contractual Partner.

7.4 If Volume Graphics postpones a Training Course for one of the above reasons, the booking shall remain binding for the alternative date as well. If a Participant is unable to attend the alternative date, Contractual Partner must notify Volume Graphics accordingly without undue delay, but at the latest within 7 days of receipt of the notification of the postponement. If Volume Graphics receives this information in good time, the training fee shall be waived for the Participants concerned. Payments already made shall be refunded by Volume Graphics to this extent. Frustrated expenses, in particular travel and accommodation expenses, will not be reimbursed to Contractual Partner. After expiry of this period, Contractual Partner shall be free to cancel the booking of a Participant at any time in accordance with Clause 4.

## 8. Liability

8.1 Volume Graphics and its vicarious agents shall only be liable as follows:

(a) for intent and gross negligence as well as further in the case of at least negligent injuries to life, body or health of a person without limitation as well as in accordance with the relevant statutory provisions;

(b) for simple and slight negligence only for the breach of an obligation the performance of which is essential for the proper execution of the contract and on the performance of which Contractual Partner regularly relies and is entitled to rely ("**Material Contractual Obligation**"), but only to the extent of the typical and foreseeable damage, but not exceeding the amount of the training fee paid. This liability shall not include indirect damages, consequential damages, damages due to futile expenses for other products or loss of profit.

Volume Graphics shall not be liable for any other damages.

8.2 Volume Graphics shall be entitled to invoke the objection of contributory negligence.

## 9. Export regulations

The Contractual Partner represents that neither it nor one of the Participants is located or domiciled in any country for which an embargo or other relevant trade restriction has been imposed under the export regulations of the People's Republic of China, the Federal Republic of Germany, the European Union or the United States of America (hereinafter collectively referred to as "**Export Regulations**") and that neither it nor one of the Participants is prohibited under the Export Regulations from receiving the training services. If Volume Graphics determines that, contrary to Contractual Partner's representation, the training of the Participants is subject to a sanction under the Export Regulations, Volume Graphics shall be entitled to rescind the Training Agreement.

## 10. General provisions

10.1 If any provision of the Training Agreement, including these GTC, is invalid or unenforceable for any reason and in any jurisdiction, this shall not affect the validity of the remaining provisions. Volume Graphic's failure to exercise or enforce any right or provision of this Training Agreement shall not constitute a waiver of such right or provision.

10.2 The Training Agreement, including these GTC, is the final, exclusive and comprehensive agreement in respect of the training and shall supersede all prior and contemporaneous agreements and training agreements between the parties.

10.3 Any amendments of, or supplements to, the Training Agreement, including these GTC, must be made in writing to be valid. The contracting parties may also satisfy this requirement by sending documents in text form, in particular by fax or e-mail, unless otherwise specified for individual declarations. The written form requirement may only be cancelled in writing.

10.4 This Training Agreement, including these GTC, is binding on the parties and their successors in title. Contractual Partner may not assign its rights and obligations under this Training Agreement, in whole or in part, without the prior written consent of Volume Graphics.

10.5 Volume Graphics shall be entitled to have all obligations fulfilled by third parties on behalf of Volume Graphics. In this case, Volume Graphics as the contracting party shall continue to guarantee the proper fulfilment of its contractual obligations to Contractual Partner and Contractual Partner shall accept the performance rendered as the performance of Volume Graphics.

10.6 This Agreement shall be governed by the laws of the People's Republic of China to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising from or in connection with this agreement shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) in Beijing for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. Beijing shall be agreed as place of venue for any arbitration proceedings and the language to be used in the arbitral proceeding shall be English. The arbitration fee shall be borne by the losing Party; where it is otherwise provided in the arbitration award, the award shall prevail.

## VG培训条款和条件

(中国, 包括中国大陆、香港、澳门和台湾)



[请点击这里查看中文版。](#)

[Please click here for the English version.](#)

本一般条款及条件(“**一般条款和条件**”)适用于唯迹(北京)科技有限公司,位于中国北京市朝阳区东方东路19号5号楼12层D-01-0-1205B单元(“**VG**”)和合作方(“**合作方**”)之间关于VG学院所提供VG培训课程和其他服务(“**培训课程**”)现有和未来订立的全部协议。本一般条款和条件有中文、英文两个版本,可在VG公司官网上查阅。网址:  
[www.volumegraphics.com](http://www.volumegraphics.com)。如果两个版本之间存在分歧,以英文版为准。

## 1. 适用范围

1.1 本一般条款和条件适用于VG和合作方已经或将要签订的所有关于VG软件的培训协议(“**培训协议**”)。未来的培训协议即使没有明确提到本一般条款和条件,本一般条款和条件也同样适用。

1.2 特此明确,不适用合作方的任何一般条款及条件。即使VG不再明确表示反对,它们也不得成为培训协议的组成部分。

## 2. 培训协议的订立

2.1 通过预订培训课程,合作方认可本一般条款和条件具有约束力。

2.2 VG的报价须经确认、不具约束力,且受名额限制。培训协议只有在订单经VG确认后才能订立, VG将采用账单的形式对订单进行确认。

2.3 合作方应在订立培训协议时提供真实的信息(“**预订信息**”)。在履行培训协议所必需的范围内, VG有权处理预订数据中包含的信息。合作方同意,在合同关系的框架内, VG可以存储和使用参加培训课程的人员(“**参加者**”)在提供预订数据时提供的电子邮箱地址,以便与参加者沟通。合作方应确保本数据约定符合网络安全法的规定。

## 3. 支付条款

3.1 除非另有约定,否则培训费应在收到账单后立即预付,并且不得扣减。

3.2 合作方同意VG通过传真或电子邮件的形式发送账单。账单中所列培训费为净费用。任何其他税费由合作方另行缴纳。

3.3 如果合作方没有为其参加培训的人员支付或没有按时支付培训账单, VG保留拒绝该等人员参加培训课程的权利。但是,合作方仍须履行支付约定价格的义务。

## 4. 取消

4.1 合作方可随时取消培训课程参加者的报名。取消报名必须采取书面形式,通过传真或发送电子邮件至support@volumegraphics.cn进行。在收到取消通知后, VG有权将已被取消培训的地点或日期另作其他安排。

4.2 如果合作方取消培训课程参加者的报名,合作方有义务支付取消费用,但合作方享有(强制性的)法定的撤回或解除权利的情形除外。取消费用的具体数额如下:

- > 早于既定培训课程开始前四周通知取消的:全额退还培训费。
- > 既定培训课程开始前两周到四周通知取消的:退还 50% 的培训费。
- > 晚于既定培训课程开始前两周通知取消的:不退还培训费。

但是,关于取消费用,合作方有权提供证据证明VG因合作方取消培训课程未遭受任何损失或遭受的损失远低于根据第4.2条应支付的取消费用。若能证明前述情况,则合作方仅有义务补偿相应较小的损失。VG保留在取消费用之外要求索赔的权利。

4.3 如参加者未能如期参加或仅参加部分既定培训,合作方仍有义务支付全部培训费用。



## 5. 现场培训课程

5.1 对于现场培训课程, 合作方应负责必要的基础设施。尤其是, 必须提供足够大小的房间, 投影仪和满足数量要求且具有所需性能的工作站, 并确保正确安装了具有所需模块配置和版本的VG软件产品。合作方还应负责参加人员的人身安全和饮食。如需特殊基础设施或外部设备, VG将单独提供信息。

5.2 VG将在满足培训课程所需的范围内提供安装包和培训许可。

5.3 除非明确另有约定, VG的差旅费用包含在培训费中, 不另行开具账单。

5.4 合作方也可依据第4条取消现场培训课程。如果早于既定培训课程开始前四周取消, 则第4条的相关规定不适用, 合作方须补偿VG对第三方(如酒店运营方、航空公司、铁路运营商)应承担的取消费用。

## 6. 培训材料

6.1 培训课程的文件和演示文稿均属于保密信息。未经VG的事先书面同意, 这些仅供参加者个人使用, 不得复制、传播、出版、公布、翻译、以其他方式加工或出于个人用途以外的其他目的使用。

6.2 保密信息能够证明符合以下情形的, 不适用第6.1条下的义务:(a)在披露前已被合作方知晓的无任何保密义务或使用限制负担的, (b)在披露前已被公众知晓或能够被广泛获取的, (c)在披露后非经合作方参与或非因其过错而被公众知晓或能够被广泛获取的, 或(d)由合作方独立开发出来的, 或合作方不依赖所知晓的保密信息开发出来的。

## 7. 活动的取消

7.1 如果培训讲师生病, 且无法找到替代讲师, 或在相关培训课程开始前四周未达到要求的参加者最低人数, VG有权取消或推迟培训课程。除非另行约定, 要求的最低参加者人数为四(4)人。如取消或推迟培训课程, VG应立即通知合作方。

7.2 另外, 如由于非可归责于VG的原因导致培训课程无法进行, VG有权取消或推迟培训课程。在此情况下VG也应立即通知合作方。

7.3 如VG因上述原因之一取消某一培训课程, 且没有按照第7.4条规定提供替代日期, 则不收取培训费用。已支付的款项会由VG退还。不能履行造成的费用, 特别是差旅费用和住宿费用, 将不向合作方补偿。

7.4 如VG因上述原因之一推迟某一培训课程, 则预订对替代日期仍有约束力。如参加者在替代日期无法出席, 则相应地合作方须通知VG, 不得无故延误, 且最迟应于收到延期通知后7天内通知VG。如VG及时收到此信息, 相关参加者无需支付培训费用。此种情形已支付的款项VG将予以退还。不能履行造成的费用, 特别是差旅费用和住宿费用, 将不向合作方补偿。此期限届满后, 合作方可根据第4条的规定随时决定取消参加者的预订。

## 8. 责任

8.1 VG及其代理人仅在下列情况下承担责任:

- (a) 故意或重大过失, 此外对人的生命、身体或健康至少是因疏忽造成伤害和根据相关法定条文时承担无限责任;
  - (b) 仅为违反履行义务的一般过失和轻微过失, 而该义务的履行对于合同的适当履行至关重要, 并且合作方经常依赖并有权依赖该义务的履行(“**重大合同义务**”), 责任应限于通常的、可预见的损失, 且最大金额不超过合作方已支付的培训费。任何间接损失、从属损失、对其他产品不必要的花费或利润损失, 合作方不承担责任。
- 除上述情况外, VG均不承担任何责任。

8.2 VG有权拒绝承担共同过失责任。



## 9. 出口规定

合作方声明,其自身或任何参加者所在地或住所不在中华人民共和国、德意志联邦共和国、欧盟、美国的出口管理条例(以下统称“**出口法律法规**”)实行禁运或其他相关贸易限制的任何国家,同时其自身或任何参加者亦不被任何出口法律法规禁止接受培训服务。如果VG确定,与合作方的声明相反,对参加者的培训受出口法律法规的制裁,则VG有权解除培训协议。

## 10. 一般规定

10.1 如果双方之间培训协议的任何条款(包括一般条款和条件)因任何原因在任何司法管辖区内无效或无法执行,不影响其他条款的效力。VG不行使或执行本培训协议的任何权利或条款不代表放弃该权利或该条款。

10.2 培训协议(包括一般条款和条件)是与培训相关的最终的、唯一且完整的约定,取代双方之前和同时期达成的所有协定和培训协议。

10.3 对培训协议(包括一般条款和条件)的任何修改与补充,均须采用书面形式才生效。除非个别声明另有规定,否则合同双方也可通过文本形式,特别是通过传真或电子邮件发送文件以达到上述书面形式要求。书面形式要求只能以书面形式取消。

10.4 本培训协议(包括一般条款和条件)对双方及其权利继承者具有约束力。未经VG事先书面同意,合作方不得转让其在培训协议项下的全部或部分权利和义务。

10.5 VG有权让第三方代其履行全部义务。在这种情况下,作为合同相对方的VG应继续保证其对合作方的合同义务得到适当履行,合作方应认可视为VG履行的履约行为。

10.6 本协议应受中华人民共和国法律管辖,排除《联合国国际货物销售合同公约》(CISG)。由本协议引起的或与本协议有关的争议均提交位于北京的中国国际贸易仲裁委员会(CIETAC),按照中国国际贸易仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的,对双方均有约束力。双方同意北京作为仲裁地,仲裁程序中使用的语言应为英语。