

## **Appendix 1: Provisions for Training Courses, Exams, Exercises and Conferences**

### **Article 1: Definitions**

In these General Conditions, the following definition applies:

- Participant: the natural person, designated by the Client, who will participate in a training course, exercise, conference or examination on behalf of the Client.

### **Article 2: Registration and participation in training, exams, exercises, or conferences**

1. In the event of oversubscription for a training, exam, exercise or conference, the NIPV will use the date of receipt of the registration form as the selection criterion, provided the Participant meets all the requirements.
2. The NIPV reserves the right to cancel a training, exercise or conference in the event of insufficient registrations, or to merge training groups in the case of a training course. The NIPV will inform the Participant/Client of this in a timely manner in such cases.
3. The registration is accepted by the NIPV, when the NIPV has sent written confirmation in response to the Participant/Client's registration.
4. For registrations for which the registration form is received after the registration deadline and which result in placement in a training course or exercise, an administration fee will be charged.
5. If, at the start of a training course, exercise or conference, the participation fee has not been paid or has not been paid in full, the NIPV is entitled to exclude the Participant from (further) participation, without prejudice to the Participant/Client's obligation to pay the full participation fee.
6. The training program is described on the NIPV website. The NIPV reserves the right to make changes to the training, exercise or conference program. The NIPV will inform the Participant/Client of these changes in a timely manner. The Participant/Client is not entitled to terminate the Agreement on this basis.
7. The NIPV reserves the right to change the time, location, and venue of the training course, exercise or conference. The NIPV will inform the Participant of these changes in a timely manner. Any changes do not constitute grounds for terminating the Agreement.

### **Article 3: Technical requirements for online participation**

1. To participate in online courses, exams, exercises or conferences, the Participant must have suitable equipment and a stable internet connection.
2. The NIPV is not responsible for any malfunctions or outages on the Participant's part. If participation is prevented as a result, the payment obligation remains unaffected.

### **Article 4: Cancellation and prevention (with the exception of exams)**

1. Cancellation of an Order by the Client is only possible in writing.
2. The NIPV will use the date of receipt of the written cancellation as the cancellation date.
3. If the Order is cancelled up to 8 weeks before the start of the course, exercise, research, or conference, 20 percent of the total costs will be charged. If the Order is cancelled within 8 to 4 weeks before the start of the course, exercise, research or conference, 50 percent of the total costs will be charged. If the Order is cancelled within 4 weeks before the start of the training, exercise, research or conference, the full costs will be charged.
4. The Participant/Client's financial obligation to the NIPV does not expire if the Participant/Client does not attend the training, exercise or conference.
5. If the Participant/Client is unable to attend or does not participate in a training, exercise or conference, the Client owes the NIPV the entire registration fee.
6. If the Participant is unable to attend a training, exercise or conference, the Client is authorized to send a replacement.
7. Upon the death of the Participant, the Agreement terminates on the date of death. Only the price for the lessons taken up to that date is due. The other mutual rights and obligations arising from this Agreement terminate upon termination of the Agreement. Any previously paid fees will be refunded insofar as they relate to the period after the termination of the Agreement.

### **Article 5a: Cancellation of an exam by the client**

1. If an exam is canceled by the Client, the NIPV will charge 50% of the full exam fee.

2. If an exam is canceled by the NIPV, the Client will not pay for the canceled exam and can submit an invoice to the NIPV for demonstrably incurred location reservation costs. This does not include any costs incurred by candidates for lost time or personnel deployed by the Client.
3. If an exam must be canceled due to force majeure, the Client will bear the organizational costs already incurred, and the exam fee will not be payable. Force majeure includes:
  - natural disasters, extreme weather conditions, or a regional/national crisis;
  - cybercrime, unforeseen technical failures beyond the control of the Client and the NIPV;
  - pandemics or official government measures that prevent exams from taking place;
  - the inability to participate in or continue an activity due to disruptions in digital systems or network connections beyond the NIPV's control.
4. If an online exam cannot proceed due to a technical malfunction resulting from a matter within the NIPV's direct control, the Client will not be required to pay any exam fees, and the NIPV will reimburse the demonstrable costs of renting the online location. Any costs incurred by participants during the exam or by personnel deployed by the Client will not be reimbursed.

#### **Article 5b: Cancellation and Unavailability of NIPV Examination Candidates**

1. The NIPV considers the date of receipt of the written cancellation as the cancellation date.
2. An exam can be canceled by the Client free of charge up to 4 weeks before the exam date.
3. If an exam is canceled by the Client between 4 and 2 weeks before the exam date, 20% of the full exam fee will be charged.
4. If the Client cancels the exam within 2 weeks before the exam date, 50% of the full exam fee will be charged.
5. If the Participant fails to participate in an exam without a valid reason, the Client owes the NIPV the full exam fee.
6. If the Participant is unable to participate in an exam due to force majeure, such as illness or another valid reason, the Client may appoint a replacement Participant free of charge (no later than 1 business day before the exam).
7. In the event of the death of the Participant, the agreement will expire on the date of death. Examination fees will not be charged if they relate to services not yet provided after the death.

#### **Article 6: Information**

1. The NIPV has the right to provide the following information about participants in courses and examinations:
  - attendance lists for subsidy purposes to employers of students;
  - information about name, address, and place of residence for parties involved in examinations or subsidies.

## **Appendix 2: Provisions regarding national equipment, stocks and systems**

### **Article 1: Use and rental of equipment**

1. The Client must use specialized equipment from the NIPV exclusively in accordance with the instructions and/or accompanying manuals provided by the NIPV.
2. Any damage, loss or disappearance of equipment during the rental or use period is entirely at the expense and risk of the Other Party, unless otherwise agreed in writing.
3. The Client is responsible for the security of the deployed equipment while it is installed on site or in use.
4. The Client is not permitted to make the equipment available to third parties without the prior written consent of the NIPV.
5. The NIPV reserves the right to conduct inspections regarding the use of the equipment and may terminate the agreement immediately in the event of misuse or improper use.

### **Article 2: 24/7 Emergency Support**

1. The NIPV provides 24/7 emergency support, including the failure of critical infrastructure such as C2000 locations. This support is provided based on availability and prioritization.
2. The NIPV is not liable for failure of or damage to C2000 facilities or other infrastructure when deployment occurs under circumstances beyond its direct control, such as:
  - extreme weather conditions;
  - unforeseen transport disruptions;
  - incorrect or incomplete location information;
  - force majeure situations.
3. If multiple reports are received simultaneously by the NIPV's on-call service (such as USAR, LMS, or other emergency deployments), the NIPV will independently determine the prioritization of deployments.
4. The Client is expected to take appropriate measures to ensure the continuity of its own processes, even while awaiting support from the NIPV.

### **Article 3: Insurance and Liability for Use of Equipment**

1. The Client must ensure adequate insurance against damage, loss or theft of the equipment provided by the NIPV.
2. The NIPV is entitled to request proof of insurance prior to delivery.
3. If damage to equipment occurs due to negligence or improper use by the Client, the NIPV is entitled to charge the full repair or replacement costs.

### **Article 4: Instruction and Training**

1. If the use of equipment requires specialized knowledge, the NIPV may require instruction or training prior to use.
2. The costs of this instruction or training shall be borne by the Client, unless otherwise agreed.

### **Article 5: Return and Inspection**

1. After the end of the period of use, the equipment must be returned in its original condition and within the agreed timeframe.
2. The NIPV reserves the right to conduct an inspection upon return. Any damage or loss will be recorded in writing and charged to the Client.

### **Article 6: Accessibility and Reporting Procedure**

1. When reporting an emergency, the Client must adhere to the reporting procedure established by the NIPV.
2. Incorrect or incomplete reports may lead to delays in deployment, for which the NIPV is not liable.