

## 1. General Information

1.1 The following general terms and conditions of trade apply to offers, acceptances, confirmations and services in the area of training services (trainings, courses and open seminars) of the Techcom Group, namely Techcom Consulting GmbH and Techcom Consulting D & F GdB R (Techcom).

1.2 Should the other party to the contract have general terms and conditions of trade that differ from the following conditions or that supplement the following conditions, these do not apply unless Techcom has explicitly agreed to their validity in writing. The general terms and conditions of trade of Techcom apply even if Techcom unconditionally produces the service for the other party to the contract with knowledge of the terms and conditions of trade that are contrary or supplementary to or that differ from the terms and conditions of trade of Techcom.

1.3 All agreements that are made between Techcom and the other party to the contract for the purpose of the accomplishment of this contract shall be set down in writing in this contract.

1.4 The following general terms and conditions of trade apply only to merchants in the sense of Article 310 of the German Civil Code and for all future transactions with the other party to the contract.

## 2. Offers and Conclusion of the Contract

2.1 The offers from Techcom are subject to change and are not binding. The commissions and all orders of the other party to the contract require confirmation by Techcom, either in writing or via fax, to be legally valid; this confirmation can be made up to four weeks after the receipt of the contractual offer of the other party to the contract at Techcom. Upon commissioning or ordering a service, the other party to the contract is committed in accordance with Article 145 of the German Civil Code.

2.2 Should the commission be made over electronic means, Techcom shall confirm the receipt of the commission without delay. However the confirmation of the receipt does not represent any binding acceptance of the commission. The confirmation of receipt can also be connected with the confirmation of the order.

2.3 The employees of Techcom are not authorized to reach verbal collateral agreements or to give verbal assurances that differ from the contents of the written contract.

2.4 Performance dates or performance descriptions (drawings, illustrations, etc.) are binding only when this has been expressly agreed upon in writing.

2.5 Techcom reserves the right to carry out changes in the reports, information, seminars and workshops to a reasonable extent.

## 3. Object of Performance

3.1 The object of performance is exclusively the training service presented by Techcom in the offer or the offer confirmation. Techcom shall carry out the training in accordance with the descriptions in the course program. This has no effect on sub-clause 2.5.

3.2 Training services that are not listed in the offer or in the confirmation of the order, in particular those that are announced for publicity purposes (e.g., advertising, Internet), are a part of the object of performance only when and to the extent this is confirmed by Techcom in writing.

3.3 All course contents and information of the lecturers are binding in so far as this concurs with the course documents that are supplied or in so far as Techcom has confirmed the change to the course documents in writing.

3.4 Techcom offers two types of courses. Techcom offers open seminars and workshops or exclusive seminars.

-An open seminar is one where the course dates have already been established and the customer has the possibility of participating in this seminar.

-In the framework of a workshop or exclusive seminar, Techcom makes an offer to a particular client to train that client's employees. Other people, who are not employees of the client, may participate in the course only if the two parties have agreed this upon in writing.

## 4. Remuneration

4.1 The legal sales tax is not included in our fee; it will be separately reported in the lawful amount on the day the bill is submitted.

4.2 The prices listed in the offers apply to the prices of the training services. Supplementary orders, special requests and requests for modifications that are conferred after the contract is concluded are not included in the originally agreed upon fee and will be billed separately. Particularly included here are additional course contents or a course that lasts longer than was agreed upon in writing.

4.3 A flat-rate fee per participant shall be agreed upon for open seminars and a daily fee per trainer for each day started or a flat-rate fee per participant, limited to an agreed-upon number of participants, shall be agreed upon for workshops or exclusive seminars. Travel costs and expenses as well as expenses for documents and copies will be billed separately.

4.4 If the training service in question lasts for a longer on-going time – longer than 1 year – Techcom reserves the right to adjust the fee on the basis of cost increases in the areas of salary or material costs. Adjustments to the fee become effective two months after the month when the other party to the contract has been notified. The other party to the contract has the right of special termination of the contract at the time the change comes into force. The termination shall be made via

registered letter.

## 5. Time of Performance

5.1 Techcom reserves the right to withdraw from the contract at least 10 working hours before the start of the course if the minimum number of participants, depending on the type of the training, has not been reached, if the event must be cancelled due to illness of the lecturer, for technical reasons or if a participant has not passed an entrance examination, should there be one.

5.2 Before exercising the right of cancellation, Techcom shall attempt to re-schedule the registration for another time and/or event site, provided this is possible and acceptable and the other party to the contract agrees with this. The other party to the contract shall be notified of changes promptly.

5.3 Circumstances such as power shortages, traffic accidents and delays, strikes, lockouts, unforeseen technical difficulties or other procurement, production or delivery disturbances that lie outside the sphere of responsibility of Techcom and that have demonstrably significant influence on the fulfillment of the performance obligation obligate Techcom to offer the other party to the contract another appointed time for the accomplishment of the training. Should it be impossible for the parties to find a common date for accomplishing the training, Techcom is entitled to withdraw from the contract.

5.4 Should Techcom justify the non-compliance with the time of performance, damage claims in the framework of the regulation of sub-clause 12 are excluded.

5.5 The compliance with the performance obligations by Techcom presupposes the timely and proper fulfillment of the obligations of the other party to the contract. Should the other party to the contract default, Techcom is authorized to demand replacement of the damages that it incurs.

## 6. Cancellations and Changes in Reservations

The following terms apply to cancellations or changes in reservations for confirmed course dates:

6.1 The other party to the contract is authorized to cancel the order from 15 to 11 working days before the planned starting date of the course against payment of 50 % of the amount of the order. The course can be cancelled no later than 16 working days before the starting date at no cost.

6.2 Cancellations that arise 10 working days or less before the planned starting date of the course obligate the other party to the contract to the payment of a flat-rate compensation for damages in the amount of 100 % of the order amount, unless the other party to the contract can establish that damages to a lesser degree resulted. This also applies to non-participation in a course with no prior notice.

6.3 In each case of cancellation, Techcom

shall be reimbursed for expenses that occur that are above and beyond the amount of the order, in particular costs for travel and accommodations.

6.4 If the other party to the contract cannot take advantage of a planned course booking, the other party to the contract can be re-scheduled for another date, depending on the availability and on the consent of Techcom. A course can be rebooked no later than 15 working days before the starting date of the course at no charge. If changes in the reservation are arranged between 5 and 11 working days before the original starting date of the course, the other party to the contract is obligated to pay Techcom a re-scheduling fee in the amount of 20 % of the course fee. If the change in the reservation by the other party to the contract is made 6 days or less before the planned starting date, the other party to the contract shall pay Techcom a rescheduling fee of 50 % of the course fee.

## **7. Payment**

7.1 The billed services are payable without reduction within 14 days of the receipt of the bill. If there is an undue delay in the payment, delinquency interest in the amount of 8 % over the base interest rate at that time shall be paid. The right to claim additional damages caused by the delay is reserved. If the other party to the contract is delinquent in payments, Techcom has in addition the right of retention in view of other due payments.

7.2 Should it come to light after the conclusion of the contract that a substantial worsening in the financial circumstances of the other party to the contract has occurred and that this worsening endangers the pecuniary claim made by Techcom, Techcom is entitled to a right of retention. This also applies if, after the conclusion of the contract, it comes to light that there was, in the time before the conclusion of the contract, already an asset situation at the other party to the contract that endangered the pecuniary claims of Techcom.

7.3 In cases in which Techcom, in accordance with the preceding sub-clauses 7.1 and 7.2, is entitled to the right of retention, Techcom has the option of demanding payment in advance or provision of security.

## **8. Right of Setoff and Right of Retention**

8.1 The other party to the contract can declare setoff against claims from Techcom only when the demand of the other party to the contract is determined to be undisputed or final and conclusive.

8.2 The other party to the contract can assert the right to withhold performance or right of retention only when the pecuniary claims of Techcom and the counterclaim of the other party to the contract are based on the same contractual relationship.

8.3 The rights of the other party to the contract can be assigned only with the written consent of Techcom.

## **9. Proprietary Rights**

9.1 The other party to the contract expressly recognizes the proprietary right and additional rights of protection of Techcom on all works, physical objects, accomplishments, etc. The same applies to the entire strategic know-how of Techcom. As far as no further written agreement is reached, Techcom

transfers to the other party to the contract the simple right of use and enjoyment, limited for the time of the commission, for the works, physical objects, accomplishments and entire strategic know-how of Techcom delivered to the other party. Reproductions and/or other further uses outside of the mandate relationship require the written approval of Techcom.

9.2 Techcom is entitled to all proprietary rights and other rights of protection that arise in the framework of the mandate relationship. This is also true when the right arises because of an employee of the other party to the contract.

9.3 In the case of negligent infringements against the aforementioned sub-clauses 9.1 and 9.2, the other party to the contract shall pay a contractual penalty in the amount of EUR 30,000.00 to Techcom irrespective of other obligations. The contractual penalty demand shall be credited to any damage compensation demands of Techcom.

## **10. Participation of the other party to the contract**

10.1 The other party to the contract shall inform Techcom of a contact person and a postal address and E-Mail address at which the availability of the contact person is guaranteed. This contact person must be duly authorized by the other party to the contract to make or initiate without delay the necessary decisions in the framework of the handling of the order. At the same time, Techcom shall name to the other party to the contract a contact person who can make or initiate without delay the decisions necessary for the handling of the order.

10.2 If no contact person is named in a separate way, then the authorized agent of the other party to the contract listed in the commission is considered as the contact person as regulated in accordance with sub-clause 10.1.

10.3 The other party to the contract obligates itself to adhere to the safety regulations in force at the site of the event. The same applies to all its employees.

## **11. Publication, Confidentiality**

11.1 Techcom is authorized to call upon the methodical and scientific results of its examinations for research purposes. Techcom is obligated to ensure that such publications contain neither the name of the other party to the contract nor other indications that suggest the name or the business of the other party to the contract and its relationships.

11.2 The parties to the contract shall treat as confidential all documents, knowledge and information that they attain or have attained on the occasion of the preparation of the contract and the fulfillment of the contract and to maintain secrecy in these matters with regard to third parties. This does not affect the regulations of sub-clause 11.1.

## **12. Damage Claims**

12.1 Techcom shall prepare and carry out the course conscientiously and carefully. Course contents, including the course documents, naturally also refer to general facts, subjective experiences,

etc., however the liability on the part of Techcom in connection with the performance of the course – no matter for whatever legal basis – is limited in accordance with the following regulation:

12.2 Claims for compensation for damage or for the replacement of fruitless expenditures of the other party to the contract against Techcom are excluded, no matter what the legal basis, unless Techcom

- has willfully and knowingly acted with gross negligence,
- violated essential contractual obligations with slight negligence or
- negligent obligation injury at lives, bodies or health.

12.3 In the case of gross negligence or slightly negligent violations of essential contractual obligations, the compensation for damages is limited to the typical and foreseeable damages.

12.4 The liability for consequential damages is excluded from its cases of wrongful intent and gross negligence. In case of gross negligence, the liability is limited to the typical and foreseeable damages.

12.5 Any liability for personal injuries, for the lack of a condition for which Techcom has honored a guarantee and any liability in accordance with the product liability law remain unaffected by sub-clause 12.2 and sub-clause 12.3 and 12.4.

12.6 A period of limitations of one year applies to all claims for compensation for damages or for replacement for fruitless expenditures in cases of liability both contractual and outside of the contract which are raised against Techcom – except in cases of wrongful intent or personal injury. The time limit begins with the point of time specified in Article 199 of the German Civil Code. At the latest, it enters with the expiry of the maximum time limits as specified in Article 199 Sections 3 and 4 of the German Civil Code.

## **13. Applicable Law, Jurisdictional Venue**

13.1 The laws of the Federal Republic of Germany apply to the entire legal relationship between Techcom and the other party to the contract. The applicability of the Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 The Rosenheim District Court or the Traunstein Regional Court is exclusively responsible locally for all disputes that directly or indirectly arise from the contractual relationship for courses in Germany. In the same way, Kloten/Zurich is the sole and exclusive jurisdictional venue for courses in Switzerland and Vienna is the sole and exclusive jurisdictional venue for courses in Austria. The same holds true if the other party to the contract has no general jurisdictional venue in the Federal Republic of Germany and the contract, including these general terms and conditions of trade, agreed upon by Techcom and the other party to the contract is concluded in writing or if the other party to the contract confirms in writing the validity of the general terms and conditions of trade.