

1 INTERPRETATION

- 1.1 In these Conditions the following words will (unless the context otherwise requires) have the following meanings:
"Conditions" means the General Terms and Conditions on the Provision of Training Services set out herein;
"Contract" means any contract for Training Services between the Customer and Semcon;
"Customer" means the person, firm or company that has requested any Training Services identified in the Order;
"Semcon" means the company within Semcon group of companies with legal seat in Germany which conducts the Training Services ordered by the Customer;
"Order" means an order placed by the Customer with Semcon for Training Services;
"Participant" means the employee named by the Customer taking part in the Training Services;
"Training Services" means the training measures offered by Semcon.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE OF APPLICATION AND OFFERS

- 2.1 All tenders are made and Orders are accepted by Semcon subject to these Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including without limit those which the Customer purports to apply under any Order. Any other terms and conditions shall not be applicable even in case they have not been rejected in each single case. These Conditions shall also apply if Semcon, being aware of any contradicting or conflicting conditions of the Customer, carries out the Order of the Customer without any reservations. These Conditions shall also govern any future Contract between Semcon and the Customer.
- 2.2 Changes and amendments to these Conditions and the terms of any Contract between Customer and Semcon will only be effective if agreed in written form. If any such agreed changes and amendments influence the time schedule and/or costs, then the Contract price and/or time schedule will be mutually adjusted.
- 2.3 Customer's Orders are binding on the Customer as soon as Semcon has received such Orders in written form. Verbally placed orders of the Customer have to be confirmed in written form within 3 working days. Such Orders are binding on Semcon only after an order acknowledgment in written form has been issued by Semcon and only on the conditions stated in the order acknowledgment.
- 2.4 "Written form" in these Conditions shall mean written letter, email, fax letter or posting of data or other electronic transmission within a supplier platform or other electronic B2B application or on the Semcon Internet homepage using its online Training Services ordering system.
- 2.5 All information on price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only binding to the extent expressly stated in the order acknowledgment or in other documents forming part of the Contract expressly referring to such information.
- 2.6 As soon as new information, e. g. on price changes have been published in a new catalogue or in any other form (e. g. on the Semcon Internet homepage) any previous information including previous prices cease to be valid.

3 SCOPE OF SERVICES

- 3.1 As far as not stipulated otherwise by Semcon, the participation fee shall be a fixed price per Participant and date of the training measure excluding VAT. Unless otherwise agreed upon, this participation fee includes the training material to be handed over to the Participants during the training, snacks and drinks during the Training Service and in case of a full day training session also a lunch. Travel and accommodation costs are not included in the participation fee.
- 3.2 Specific training sessions individually created according to the Customer's needs can be offered on demand. Unless stated otherwise the fixed price for such specific training session shall be a daily rate per trainer/consultant. Training material and travel and accommodation costs will be charged separately.
- 3.3 Semcon shall be entitled to replace the referees announced and to change program and content of the Training Service, however, preserving the overall character of the Training Service. In case it is not feasible to hold the Training Service because of an event of Force majeure, rejection of the referee, disturbances at the place of venue or an insufficient number of Participants (less than 3 persons), the Customer will be informed without undue delay. In case the Training Service is cancelled because of an insufficient number of Participants, the notice of cancellation will be sent to the Customer at least one week prior to the planned date of the Training Service. In such case Semcon will offer a new Training Service as a replacement. In case such replacement is not suitable for the Customer to take part, the participation fee will under the exclusion of any further liability of Semcon be reimbursed. Claims for compensation of travel expenses and accommodation are excluded, unless they have been caused by intention or gross negligence of Semcon.
- 3.4 Semcon is obliged to use best efforts to minimise the effects of impairments of performance.
- 3.5 Claims for reimbursement of the participation fee shall be excluded in case of a premature departure of one or more Participants, e. g. in case Semcon exercises its right of the owner of the premises to undisturbed possession according to Clause 3.8 below.

- 3.6 In case the Participant needs an official invitation from Semcon in order to get a visa for the country where the Training Service takes place and Semcon is therefore liable according to the applicable law of this country for damages and costs of third parties caused by the corresponding Participant, the Customer shall reimburse such costs and damages to be paid by Semcon.
- 3.7 In case the Training Service takes place at the Customer's location or at a location rented by the Customer, the Customer shall timely cooperate with Semcon in order to ensure proper arrangement of the Training Service by Semcon. This especially applies to the provision of appropriate locations, technique etc. according to Semcon's choice. In case the Customer infringes this obligation to cooperate, the Customer shall fully pay the training fees even if the Training Service could not be arranged as originally planned or has to be cancelled.
- 3.8 Semcon exercises its right of the owner of the premises to undisturbed possession at the place the training takes place and is especially entitled to take all necessary measures to ensure proper arrangement of the Training Service. This also includes prevention of disturbances of the Training Service by one or several Participants, if necessary, up to the removal of such Participants from the Training Service.
- 3.9 Semcon will issue participation certificates also summarising the content of the training session for those Participants having attended the whole Training Service after the end of the Training Service and send them to the Customer.

4 PRICE AND OFFER BINDING PERIOD

- 4.1 Unless stipulated otherwise by Semcon in writing, all offers of Semcon are subject to an offer binding period of 30 days.
- 4.2 Unless fixed prices have been agreed upon in writing, all Training Services shall be arranged at the prices valid at the date of Semcon's offer or the date of Semcon's order acknowledgement (as the case may be).
- 4.3 The prices of Semcon do not include VAT. The respective amount of VAT shall be calculated separately on the basis of the VAT rate applicable on the date of performance.

5 DELIVERY, DELAY AND SET-OFF

- 5.1 The training fee has to be paid in advance before the Training Service takes place and is due upon receipt of the bill.
- 5.2 In case the Customer is in delay with its payments of the training fee, Semcon is without prejudice to Semcon's other rights under these Conditions, entitled to interests from the due date until payment is made in full, both before and after any judgment, at 8% per annum over the rate of the main refinancing facility of the European Central Bank in force on the due date of payment. In case a higher damage caused by delay occurred to Semcon, the Customer shall reimburse such damages to Semcon.
- 5.3 Payment shall be made via bank transfer. Payment in cash or with cheque is not permitted. Accordingly, Semcon shall not be liable in case of their loss. Payment shall be made stating the name of the Participant and the invoice number.
- 5.4 The Customer may deduct payments only against claims set forth by a court decision or those explicitly accepted by Semcon in writing. The Customer is entitled to exercise a right of retention only as far as the counterclaim results from the same contract.

6 CANCELLATION

- 6.1 Cancellation of a Training Service booked by the Customer has to be made in writing.
- 6.2 The following amounts have to be paid by the Customer in case of a cancellation or will be deducted from payments already received (as the case may be):
- if the notice of cancellation will be received by Semcon at least 28 calendar days prior to the scheduled Training Service, cancellation shall be free of charge;
 - 50 % of the training fee shall be charged, if the notice of cancellation will be received by Semcon after the 28th but before the 10th calendar day prior to the scheduled Training Service;
 - if the notice of cancellation will be received by Semcon after the 10th calendar day prior to the scheduled Training Service, the full amount of the training fee shall be charged.
- 6.3 Semcon will be glad to accept a substitute Participant without additional cost to the Customer.
- 6.4 In case a cancellation by a Customer results in a cancellation of the whole Training Service the Customer shall reimburse Semcon's travel costs (e. g. hotel, railway or flight ticket prices) or corresponding cancellation fees (as the case may be).

7 COPYRIGHTS

The training material and any other material provided to the Participants and/or the Customer is protected by Semcon's copyrights. Any reproduction, transfer or other usage of these training materials is permitted only with the prior written consent of Semcon.

8 LIMITATION OF LIABILITY

- 8.1 The Training Services will be properly prepared and carried out by qualified authors and referees. However, Semcon shall not be liable for topicality, correctness and completeness of the training material provided and the Training Services arranged. Semcon shall especially not be liable to the Customer in contract, tort, law or otherwise howsoever and whatever the cause thereof, (i) for any loss of profit, hire, busi-

ness contracts, revenues or anticipated savings, or (ii) for damage to the Customer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party, or (iv) for any special, indirect or consequential loss or damage of any nature whatsoever.

- 8.2 Semcon shall not be liable for damages resulting from accidents occurring at the location where the Training Service takes place, from loss or theft, especially of clothing and objects of value.
- 8.3 Nothing in these Conditions shall exclude or limit the liability of Semcon for death or personal injury or damage to the Customer's or the Participant's property, caused by Semcon's negligence or fraudulent misrepresentation. In addition the above limitations shall not apply in case Semcon has caused the damage with intention or gross negligence or is liable according to mandatory law.

9 FORCE MAJEURE

- 9.1 In case of Act of God, labour disputes, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of the party affected, the parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable in case the party concerned is already in default.
- 9.2 The Customer and Semcon are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.

10 DATA PROTECTION

- 10.1 Semcon will take its utmost care protecting the Customer's and the Participant's personal data. Semcon shall keep the Customer's and the Participant's personal data confidential and shall use them only in compliance with the locally applicable data protection law. Personal data shall be defined as any data recorded in combination with the name of the Customer and/or Participant. The basic data received from the Customer and/or the Participant (first name, last name, delivery and invoice address, e-mail address, bank account) will be recorded by Semcon in its customer database. They will be used for purposes of arrangement of the Training Services, for charging of the training fees and will – as far as necessary – be given to external service providers of Semcon.
- 10.2 As far as not stipulated otherwise by the Customer and/or the Participants, Semcon will inform about its products and services and will contact the Customer via fax, e-mail or phone.
- 10.3 The Customer and the Participant may revoke their consent hereto at any time. Requests for modification may be directed to the Semcon company arranging the Training Service.

11 GENERAL

- 11.1 As far as permitted by law, place of fulfilment is the legal seat of the respective Semcon company which is arranging the Training Services.
- 11.2 The parties shall only be entitled to assign or sub-contract any of its rights or the obligations under the Contract with the prior written consent of the other party.
- 11.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The parties are committed to replace the invalid provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.
- 11.4 Unless expressly agreed otherwise, the laws of Germany under the exclusion of its conflicts of laws provisions shall apply to these Conditions and each Contract between Semcon and the Customer. The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 ("CISG") shall not apply.
- 11.5 Place of performance shall be Semcon's place of business, unless expressly agreed otherwise.
- 11.6 The ordinary courts at Semcon's place of business shall have exclusive jurisdiction for all disputes and claims arising from or relating to any Contract and its implementation. However, at its choice, Semcon shall be entitled to file an action against the Customer at the ordinary court at the Customer's place of business.