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# General Terms and Conditions of Q-DAS GmbH

## Training

### 1) Scope of the Contract

The following terms and conditions apply to trainings and continuing technical education courses of any kind offered by Q-DAS®, in particular to seminars, trainings, in-house trainings and courses.

The following terms and conditions do not apply if, for certain training services, statutory provisions contain regulations to the contrary.

### 2) Conclusion of the Contract

The Contract is concluded solely upon receipt of the written declaration of acceptance referring to the registration or upon the Contractor's commissioning of the Principal.

Registration or commissioning shall be made in writing, by fax or online on the website of the Contractor.

### 3) Cancellation / Termination by the Principal

- a) The following applies to events intended to be arranged for several Contract partners, not catering to one specific Principal, in particular one-day seminars for a multitude of applicants:

The Principal is entitled to withdraw from the Contract or to designate a surrogate participant. The cancellation of the Contract must be made in writing to be effective. In the case of training including one to four one-day seminars, the Principal is obliged, after cancellation of the Contract subject to 14 days' notice, to pay 50 % of the agreed fee eight days before the training is provided at the latest. The Principal is obliged, after cancellation subject to 30 days' notice, to pay 50 % of the agreed fee 15 days before the training is provided at the latest, in the case of a training including at least five one-day seminars. If the Contract is cancelled at a later date, 100 % of the agreed fee are payable. This shall also apply in the case of default of appearance in the event that the Principal abandons the training early. In all cases of cancellation, the Principal carries the burden of proof that Q-DAS® has suffered no damage or damage that is less than the lump sum.

- b) In the case of events intended to be arranged for one Contract partner only, the Contract is binding for the Principal. This applies in particular to agreed, specific in-house trainings.

The right of the Principal to termination in the case of an infringement by the Contractor of essential obligations according to existing statutory provisions is unaffected. In particular, the right of the Principal to extraordinary termination for significant reasons is not affected.

### 4) Cancellation of the Training by the Contractor

The Contractor is entitled to cancel a training event, also agreed specific in-house training, for reasons he is not responsible for, in particular in the case of the absence / sickness of the lecturer or due to poor attendance. In general, poor attendance means training will be attended by less than 50 % of the number of participants the Contractor expected to attend. In this case, the participants will be informed by sending a notification to the

address given during registration. Costs that have already been paid will be refunded in these cases. Any other claims by the Principal against the Contractor, in particular claims for damages, are excluded.

## **5) Remuneration / Terms of Payment**

The remuneration payable by the Principal is determined according to the contractual agreement.

If a specific remuneration was not agreed, the Principal owes the lump sum customary in the market for the respective service. The Principal is entitled to make adequate down payments for the services provided in the case of training extending over several dates, even without express contractual agreement. An adequate payment is deemed to be a sum reflecting the scope of provided services in relation to the overall scope of services owed under the Contract.

Claims of the Contractor are payable within 14 days after receipt of invoice without deduction quoting the invoice number. Payments must be made to one of the Contractor's accounts if the Contract parties do not negotiate any other individual contract terms.

The invoice amount in the case of one-day seminars includes the seminar attendance fee, the receipt of required study documentation, a daily lunch, snack and beverages during breaks (in-house trainings excepted).

Any arising examination fees or costs for additional teaching aids are charged separately by the Contractor.

Training cannot be split between several participants. In particular, it is not permissible that several participants respectively only attend one part of the training. Partial attendance with price reduction is only permissible if this option was designated explicitly in the program.

Payments for training events of any kind to be provided do not include any hotel costs or accommodation expenses. The Principal bears such costs separately and at his own expenses.

All prices are net prices plus the relevant statutory VAT. The Principal is not entitled to discounts.

## **6) Training Courses**

The contents of the training to be provided by the Contractor comply with the individually negotiated contract terms or, if such terms do not exist, with the respective printed program content.

The Contractor prepares and provides the respective training in accordance with any knowledge gained and the state-of-the-art of science and technology.

The Contractor shall reserve the right to change the contents of the training if the changes do not change the aim and purpose of the training fundamentally.

The Principal is not entitled to claim that a training course is completely or partially offered by a certain lecturer or at a certain place.

A training course offered on site at the Principal (in-house training) or at any other place specified by the Principal requires an express contractual agreement. In order to conduct such a training course, the Principal is required to provide an appropriate room free of charge that is equipped with the predefined and agreed technical equipment.

The Contractor is not liable for theft or loss of the personal property the participants bring along to training.

## **7) Study Documentation**

All trade mark rights, in particular the copyright for the documentation, lie with the Contractor. The documentation or parts of it must not be copied and / or disclosed to third parties without prior consent of the Contractor. In the event of non-compliance with this agreement, the Principal is obliged to pay damages.

## **8) Contractual Penalty**

If the Principal uses the study documentation and, in doing so, infringes existing trade mark rights of the Contractor, in particular if he copies the documentation illegally and / or discloses it to third parties, the Principal hereby undertakes to pay a contractual penalty of €1,000.00.

## **9) Place of Jurisdiction**

If all parties are merchants, the place of performance and jurisdiction is 69469 Weinheim / Bergstrasse / Germany.

The place of jurisdiction Weinheim / Bergstrasse also applies to business partners of Q-DAS® who do not have a place of general jurisdiction within Germany.