

General terms and conditions for seminars, online seminars and events

of Know How! Aktiengesellschaft (public limited company), Magellanstraße 1, D - 70771 Leinfelden-Echterdingen

1. Validity

The holding of seminars, online seminars (webinars), other training measures and events of Know How! AG is exclusively based on these General Terms and Conditions. Divergent arrangements shall apply only by written confirmation of Know How! AG.

These terms are deemed accepted not later than on acceptance of wares or performance. Conflicting terms and conditions of the customer are only accepted if they are expressly confirmed in writing by Know How! AG. Supplements to the agreement as well as amendments to the contract are void insofar as they are not confirmed in writing by Know How! AG.

2. Offer and conclusion of contract

The offers of Know How! AG are subject to change without notice and non-binding. A contract is only effective if Know How! AG confirms an order from the buyer in writing or by telex. Same applies to amendments, modifications or supplements to the agreement. Know How! AG reserves the right to confirm the conclusion of a contract through invoicing.

3. Seminars / Number of participants / Seminar location / Online seminars

Know How! AG conducts both open seminars and events according to the descriptions in the training program as well as company events. All seminar and event descriptions, if not explicitly stated as binding, are free and non-binding. In particular, the existence of so-called assured characteristics must be explicitly confirmed in writing by Know How! AG. Know How! AG assumes no liability for the occurrence of a seminar success, unless this has been expressly confirmed in writing. The choice of seminars and/or events is the responsibility of the customer. The customer may, if necessary, inform himself about the content of the seminars and their requirements at www.knowhow.de/office-windows-seminare.html or in individual offers.

The number of participants is limited for didactic reasons. Registrations will be considered in the order of receipt. Know How! AG reserves the right to cancel or relocate courses due to an insufficient number of participants. Costs incurred by a participant on account of this cannot be compared to the Know How! AG.

Open seminars can be found in the training center of Know How! AG in Magellanstraße 1, 70771 Leinfelden-Echterdingen. Company seminars can be found at the customer or in the Know How! AG's training centre. Events can be found both at the customer and at the Know How! AG.

Online seminars are held at the customer's terminal. The customer / subscriber is responsible for the position of the terminal as well as its suitability for conducting the online seminar and for the presence of a suitable Internet connection. The system requirements must be observed. The customer has the possibility to check the suitability of the terminal by the Know How! AG.

4. Prices and payment

Unless otherwise indicated, all prices are understood plus statutory value-added tax and plus packaging and dispatch costs in the respective currency stated on the invoice. The prices quoted in the offers are non-binding. The prices stated in the order confirmation are decisive.

The invoice amount must be paid within 21 days. All invoiced amounts are net without discount, bonuses or other discounts and for Know How! AG free of charge on the account of the Know How! AG. Any offsetting of liabilities, credits and claims is expressly prohibited. Terms and conditions deviating from these terms of payment are only confirmed by written confirmation of the Know How! AG is effective. Differing regulations only apply by written confirmation of Know How! AG.

5. Travel costs an accommodation

All travel costs and travel time as well as necessary accommodation costs are generally charged additionally. Accommodation costs including breakfast, taxi, rail- and air travel will be charged further after the effort incurred.

For rail and air travel:

- For rail journey: generally 2nd class
- Flights within a country or continent: Economy class
- Intercontinental flights, flights over 7 hours of flight or night flights : Business Class

Per kilometer driven by car will be charged 0.50 EUR.

Travel times are charged at 50 % of the day rate of the respective employee. If no working time charges are agreed, travel times will be charged at 55.00 EUR per hour. In the case of delays by the client the customer bears the non-cancelable travel expenses and any cancellation costs incurred. Additional applications for the staff of the Know How! AG due to work-related travel activities, the Know how! AG has to pay tax-free to its employees, are to be compensated.

6. Cancellation and withdrawal of the contract

If the defined minimum number of participants – predefined by Know How! AG - is not reached, Know How! AG set a replacement date or withdraw from the contract. Changes to the date and/or place of the event will be made only if absolutely necessary. Know How! AG shall immediately notify such changes in writing to the customer. If the customer does not accept the new date, the customer can withdraw from the contract and be refunded an already paid remuneration. In addition to the reimbursement of the remuneration paid, the customer is not entitled to any claims for termination of the contract.

Without prejudice to a statutory right of revocation, the customer may withdraw from the contract until the beginning of the training. The rescission of the customer is free of charge if he is declared in writing at least 16 working days before the start of the event.

For all seminars, training sessions and events of Know How! AG the following withdrawal periods and withdrawal fees apply:

Up to 16 working days prior to the start of the seminar or the event: no cancellation fees

Up to 11 working days before the start of the seminar or the event: Calculation 25% of the seminar or event price

Up to 6 working days before the start of the seminar or the event: Calculation 50% of the seminar or event price

Within the last 5 working days or in the event of non-attendance: Calculation of the full seminar or event price.

For the observance of the deadlines the receipt of the withdrawal note in writing at the Know How! AG is decisive.

The customer has the opportunity at any time to have a spare participant participate in the training course. The withdrawal has to be made in writing, for timeliness the receipt at the Know How! Is decisive.

Flight or train tickets which have already been booked and which cannot be cancelled shall be reimbursed irrespective of the abovementioned or the abovementioned deadlines.

7. Liability

The Customer shall not be entitled to make any further claims than those expressly regulated in these General Terms and Conditions, regardless of the legal basis.

Exceptions to this rule are claims for damages which are based on intentional or grossly negligent behaviour of the Know How! AG or one of its vicarious agents or on culpable injury to life, body or health.

In case of an event due to force majeure or other unpredictable events (for example sudden illness of the trainer) there is no claim to the performance of the event. In such cases, Know How! AG may not be obliged to compensate for consequential damages such as replacement of travel expenses or loss of work. No liability is accepted for indirect damages such as loss of profit or claims of third parties. In particular, Know How! AG is not liable for the advice given or the utilization of acquired knowledge.

An online seminar due to the unsuitability of the device used by the customer or due to a lack of internet access or data transfer Know How! AG is not responsible for, the customer has no claim to carry out an alternative seminar. The claim for compensation of Know How! AG is not affected by this.

8. Copyrights

The documents issued for the seminars cannot be duplicated or passed on to third parties without the express permission of the Know How! AG. The software provided during the seminars for teaching purposes may neither be removed nor copied completely or partially.

9. Court of jurisdiction/applicable law

The place of contractual fulfilment and exclusive court of jurisdiction, unless otherwise required by law, is for both parties Leinfelden-Echterdingen. The contractual relationship is subject to German law.

10. Further provisions

Should individual terms of this general terms and conditions be or become ineffective or invalid, this shall not affect the validity of the rest of the contract. The parties shall by common consent replace the invalid provision with a legally effective provision that comes closest to the economic purpose of the invalid provision.

General terms and condition of November 4, 2016