

## General terms and conditions for seminars and online seminars

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

### 1. Validity

All seminars held by Know How! AG are exclusively based on this general terms and conditions. Divergent arrangements shall apply only by written confirmation of Know How! AG. At the latest on registration to a seminar these general terms and conditions are considered accepted. Conflicting terms and conditions of the customer are only accepted if they are explicitly accepted by written confirmation of Know How! AG. Supplements to the agreement as well as amendments to the contract are void, insofar as they are not accepted by written confirmation of Know How! AG.

### 2. Offer and conclusion of contract

The offers of Know How! AG are subject to change without notice and non-binding. Registration may be done in writing, by telex, per email or by phone. A contract becomes effective, if Know How! AG confirms registration of the customer 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/attendance/location/online seminars

Know How! AG holds open seminars corresponding the description in the training program as well as company seminars. All available seminar descriptions are, insofar as not explicitly designated as binding, without engagement and non-binding. Particularly the existence of so called assured characteristics must be explicitly confirmed in writing by Know How! AG. Know How! AG does not assume liability for the seminar's success, insofar as not explicitly confirmed in writing. The customer is in charge of select the seminars; information about the content of each seminar and their requirements are to be found on this website: [www.knowhow.de/office-windows-seminare.html](http://www.knowhow.de/office-windows-seminare.html).

Attendance is restricted due to didactical reasons. The registrations will be handled in the order in which they are received. Know How! AG holds the right to cancel or postpone courses due to an insufficient number of participants. Any costs for the participants that may arise from that cannot be claimed for against Know How! AG.

Open seminars are held in the training centre of Know How! AG in Magellanstraße 1, 70771 Leinfelden-Echterdingen. Company seminars are held in the customer's premises or in the Know How! AG's training centre.

Online seminars occur on the end device of the customer. The customer is responsible for the placement of the end device as well as for its suitability for the realisation of online seminars and the availability of a suitable internet connection. System requirements are to be considered. The customer may have the suitability of his end device verified by Know How! AG.

### 4. Prices and payment

All prices are understood - unless specified differently - plus statutory value-added tax and plus packaging and dispatch costs in the currency respectively indicated on the invoice. The compensation rates stated in the offers are non-binding. The prices mentioned in the confirmation of order are decisive.

Invoices of Know How! AG are to be paid within 14 days. All invoice amounts are to be transferred to the account mentioned on the invoice, net without deduction of discount, bonus or further reductions and at no charge for Know How! AG. An

offsetting of payables, credit items and demands is explicitly forbidden. Differing regulations only apply by written confirmation of Know How! AG.

## 5. Travelling and accommodation expenses

All arising travelling expenses, travel time as well as necessary expenses for overnight accommodation are generally charged at extra cost.

Accommodation expenses including breakfast, taxi, rail- and air journey will be invoiced based on the expenses that have arisen.

The following applies for rail- and air journey:

- Rail journey: generally second class
- Flights within one country or continent: economy class
- Intercontinental flights, flights with duration of more than 7 hours or flights over night: business class

Per driven kilometre by car 0.50 Euros are charged.

Travel times are charged with 50 % of the daily rate of the particular employee. If no rates for working time are agreed upon, travel times will be charged with 55.00 Euros per hour. In case of time shifting caused by the client, noncancellable travel expenses and any possible cancellation expenses will be charged.

Additional expenses for catering of the employees of Know How! AG due to work-related travelling, which have to be paid free of tax from Know How! AG to their employees, are to be refunded.

## 6. Cancellation and rescission of the contract

If the minimal number (predefined by Know How! AG) of participants for a seminar cannot be reached, Know How! AG is authorised to set an alternative date or to withdraw from the contract. Changes to the date and/or venue are only carried out in case of imperative need. Without delay Know How! AG will inform its customers in writing. The customer is authorised to withdraw from the contract if the new date is not suitable. Any payments already made will be reimbursed in this case. Beyond reimbursement of already paid fees the customer is in case of rescission of the contract not entitled to any further claims.

Notwithstanding the legal right to revocation the customer is authorised to withdraw from the contract to the beginning of the training. Withdrawal of the customer is free of charge insofar as the customer confirms withdrawal in writing and within 16 working days before the training starts.

For all seminars and training courses Know How! AG apply following withdrawal deadlines and fees:

Until 16 working days before the seminar starts	no withdrawal fees
Until 11 working days before the seminar starts:	25 % of the seminar price are charged
Until 6 working days before the seminar starts:	50 % of the seminar price are charged
Within the last 5 working days or on non-appearance:	the full seminar price is charged

Relevant for the acceptance period is the arrival of the written withdrawal notice at Know How! AG's premises.

The customer is always authorised to send a replacement participant to the training. Withdrawal must be made in writing. The timeliness depends on the date of dispatch of the notification at Know How! AG's premises.

Already booked flight- or rail tickets, which cannot be cancelled, are to be refunded, regardless of the aforementioned deadlines.

Differing withdrawal deadlines and fees to the aforementioned apply for the open seminars of Know How! AG:

Until 10 working days before the seminar starts:	no withdrawal fees
Until 5 working days before the seminar starts:	25 % of the seminar price are charged
Within the last 4 working days or on non-appearance:	the full seminar price is charged

## 7. Liability

Any claims by the client beyond the claims expressly listed in this general terms and conditions, on whatever legal grounds, shall be excluded. Exceptions to this are claims for damages which are results of intentional or grossly negligent conduct by Know How! AG or any auxiliary person or are based on culpable damage to life, body or health.

On cancellation of a seminar due to force majeure or other unforeseeable circumstances (e.g. sudden illness of the trainer) there is no entitlement to execution of the seminar. In such cases Know How! AG cannot be held responsible for reimbursement of subsequent damage, such as the reimbursement of travel expenses or non-productive time.

Know How! AG does not accept liability for consequential loss, such as loss of profit or claims of third parties. Know How! AG does especially not accept liability for advice given or the use made of knowledge acquired.

In case of cancellation of an online seminar due to infeasibility of the end device used by the customer, to a deficient internet connection or due to a dysfunction in the data transfer via the Internet that Know How! AG cannot be held responsible for, the customer is entitled to receive training on an alternative date. The claim for remuneration of Know How! AG remains applicable.

## 8. Copyright

The documents offered for the seminars are not to be copied or passed on to third parties without explicit written confirmation of Know How! AG. The software provided for teaching purpose during the seminar is not to be removed or copied partly or completely.

## 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 inoperative or invalid with legal provisions then this shall not affect the validity of the rest of the contract. The parties shall by common consent replace the invalid provision with a provision having legal effect that corresponds closest to the economic purpose of the invalid provision.