

General terms and conditions for the delivery of licenced products

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

1. Validity

Delivery and performance of Know How! AG are to be carried out exclusively on the basis of 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 the licenced product. 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. Licensed products/upgrades/updates

All product descriptions, technical descriptions, information about system requirements provided are non-binding and subject to change unless they are expressly designated as binding. In particular, Know How! AG must confirm so called warranted properties expressly in writing. Know How! AG does not warrant that the licensed product is suitable for a specific purpose unless it has expressly confirmed this in writing.

The subject matter of this licence contract is the licensed product in the design it has at the time the contract is concluded. Subject to other individual contract provisions, Know How! AG is under no obligation to provide the Licensee with updates and/or upgrades. It is also under no obligation to maintain or develop the content or specifications of its products.

4. Prices

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. Prices quoted in offers are non-binding. The prices stated in the order confirmation are decisive. Additional services such as dispatch and insurance are charged for separately. Unforeseeable changes of customs duties, import and export duties, foreign exchange control, etc., authorise Know How! AG to respectively adjust the compensation rate.

5. Delivery and payment

The extended reservation of title applies to all the deliveries of Know How! AG until full payment of any claims resulting from the business relationship with the customer, whatever the type of claim or their legal justification may be.

Invoices of Know How! AG are to be paid within 14 days. All invoice amounts are to be transferred into the account mentioned on the invoice, net without deductions, bonuses or other discounts and at no charge for Know How! AG. Offsetting payables, credits and claims is expressly forbidden. Differing regulations only apply by written confirmation of Know How! AG.

6. Performance and delivery periods

All deadlines must be agreed in writing. All deadlines specified by Know How! AG shall apply with the proviso that incoming supplies are delivered on time. Partial delivery and partial performance are acceptable. Deliveries shall not be deemed delayed in the event of force majeure and other events which make delivery for Know How! AG significantly harder or impossible. This especially includes breakdowns, force majeure, strikes, etc.; regardless of whether they arise in the our own company or in a supplier's or sub-contractor's company. In this case the buyer has no right to compensation for delay or damages due to non-performance.

7. Transfer of risk

All risks shall pass to the buyer as soon as the goods have been handed over to the person responsible for transport or have left Know How! AG's premises for shipment by mail. If performance is effected through data transfer, all risks shall pass to the buyer as soon as installation on the customer's computer or server is started. If the customer requests insurance of the goods, this needs to be stated explicitly on the order. See our cost breakdown for insurance costs.

8. Reservation of proprietary rights/licences/rights of use

Know How! AG transfers the rights of use to its licensed products under purchase or lease contracts. Subscriptions are lease contracts subject to additional services by Know How!

Know How! AG reserves the title to the goods it delivered until the agreed subscription rate, rental fee, or purchase price has been paid in full.

Know How! AG offers the following types of licences:

General licences: The purchased programs and courses can be used for internal purposes (private studying at the users' homes included) without restriction by all employees of the Licensee or by a limited or limitable number of its employees; there is no need for licence management. General licences are available as group licences, company licences, location licences, division licenses, and department licenses.

Unless a group or company licence was purchased, the price for the respective licence shall be based on the maximum number of potential users. If their number increases, the licence has to be adjusted accordingly.

Named user licences: Named user licences are licences for individuals known by name and optionally for named users. A named user licence is workplace-independent; a named user can use the licensed product at various workplaces (e.g. at home, on a tablet, etc.). A named user licence is not transferable to other users inside or outside a company.

Named user licences are available as package licences and as mixed-title licence packages.

Package licences: A licence is deemed used up when a learner is given access to one of the purchased packages, regardless of how many courses the package contains and which courses the learner uses.

Mixed-title licence package: A licence is deemed used up when a learner is given access to one of the courses purchased (e.g. by activation in the LMS). Another licence is used up for each course this learner is granted access to.

Granting rights of use is always subject to the condition precedent that the services provided by Know How! AG are fully paid for. Until payment is made in full, a customer may only use the services of Know How! AG within the scope of services to be rendered by him (e.g. performing function tests). This right of use expires if a customer falls behind with the payment of all or part of the compensation.

Subject to agreements to the contrary, the customer is granted a simple, non-exclusive right of use which may be limited or unlimited in time depending on the type of licence granted. The right of use is generally non-transferable. Licences granted by a subscription contract are generally time-limited.

The customer undertakes to ensure that the use of licensed products by third parties only takes place based on the this licensing agreement and that this licensing agreement will be complied with. It is deemed a "use" of the licensed product if the licensed product is located in the main memory or on a memory medium of a computer. The licence fees charged by

Know How! AG are dependent on frequency of use (e.g. number of users) or other criteria, subject to a contractual agreement. If access to a program is controlled by a learning management system (LMS), copies may be created and stored on all computers that are controlled by the LMS, yet the number of uses must not exceed the total number of permitted users or resources. The customer may perform data protection in accordance with codes of practice and create the backup copies of the programs required for this purpose. Where a manual is available on data carriers, it may be printed on paper. The customer may not remove or change copyright notices of Know How! AG.

The customer is not entitled to use the licensed product in any other way than specified herein. If the customer violates these licensing provisions (for example, by failing to specify the correct number of users or failing to report an increase in potential users) the right of use shall expire as well.

Furthermore, the customer is not entitled to edit, translate, rent or lease the licence, change it into a different form of expression or to grant sub-licences.

The customer undertakes to report changes in the number of users of the licences of Know How! automatically and to answer any questions by Know How! about a respective licence used or about the licences used promptly and truthfully.

9. Warranty

The following terms and conditions for warranty shall not apply to a sale of consumer goods according to Art. 474 of the German Civil Code (BGB). The statutory warranty regulations shall apply in this case.

The period of warranty for all products and services of Know How! AG is 6 months; deviating from Art. 438 BGB. Where manufacturer warranties have longer periods, Know How! AG will handle warranty claims for the customer against reimbursement of costs.

In the case of defects of the goods/services which include the absence of warranted qualities, Know How! AG is at its own discretion entitled to subsequent improvement of the deficient licenced product or to replacement delivery. The customer is entitled to withdraw from the contract or to demand a price reduction if the subsequent improvement or replacement delivery have failed. Supplementary performance has failed if there have been several failed attempts and further attempts would be unreasonable to the customer.

The customer undertakes to give written notification of any defects as soon as they have come to his attention but not later than within one week. After expiration of this deadline Know How! AG shall be free from any warranty obligation.

In the case of a notification of defects, the customer is obligated to ship the defective licenced product with all accessories at its own expense and risk, including a detailed description of the defect, model and serial number, the licence number – which can be found in the licence certificate – as well as a copy of the delivery note or invoice, in the original packaging to Know How! AG. As long as the buyer does not fulfil these obligations, he cannot demand any supplementary performance or reduction of price or declare cancellation of the contract. If Know How! AG accepts the cancellation of the contract or is dispatching a replacement product to the buyer, Know How! AG is authorised to charge the cost for missing equipment at the sales price or to subtract it from the granted credit.

The obligation to inspect and give notice of defects applicable to merchants under Art. 377 German Commercial Code (HGB) remain unaffected.

10. Errors

If the buyer acts in error within the meaning of the German Civil Code (BGB), Know How! AG is authorised - in case of a rescission of the contract of sale - to invoice the costs for the inspection of the product or rather to subtract it from the granted credit. In this case the general hourly rates of Know How! AG shall be deemed to be agreed. Furthermore Know How! AG is

authorised to charge a user fee for the period of time in which the product was at the buyer`s disposal. The user fee will be imposed on a daily basis from the invoice date to the date of receipt of the product at Know How! AG. The user fee per day is calculated on the basis of the sales price divided by 365, however at least 1.00 Euro per day plus VAT.

11. Liability

Liability for consequential damages is excluded. Know How! AG shall only be liable for further claims for damages if intent or gross negligence can be attributed to Know How! AG or its agents.

12. Rejection of acceptance/shipment not deliverable

If acceptance is rejected or the shipment is not deliverable due to reasons that Know How! AG cannot be held responsible for, Know How! AG is authorised to charge a reimbursement in the amount of the actual shipping expenses as well as a processing fee of 10% of the value of the goods, but at least EUR 25.00.

13. 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.

14. 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 25. July 2016