



Standard Terms and Conditions of ExperTeach GmbH for Services

1 General

All our services are based on the Standard Terms and Conditions for Services, which—depending on the type of service—may be supplemented by specified annexes. The contents of these terms and conditions are acknowledged and accepted by placement of an order. Business terms and conditions of the customer which deviate from our Standard Terms and Conditions shall not be valid.

2 Nature and Scope of the Services

2.1 The nature and scope of the services are described in a written quotation prepared by us individually for the customer. The written placement of an order thus always relates to a specific quotation. An exception to this arrangement is as regards our open courses; this is explained in the Supplementary Terms and Conditions for Training Services.

2.2 The customer shall bear responsibility for the project and overall results.

3 Proprietary Rights and Rights to the Work Results

3.1 We shall remain the owner of our industrial property and proprietary rights existing at the time of order placement. No part of the documents and other media created by us before or during handling of the order may be reproduced, processed, copied, disseminated or used for public presentation without our permission. Where documents or other media in which third parties have rights are used in handling of an order, said rights shall remain with the respective originator.

3.2 All work results achieved by us in the scope of an order shall remain the legal property of ExperTeach GmbH. However, we shall grant the customer the non-exclusive, non-transferable right to use the results obtained in such a way as has been agreed as part of the order and is expedient. This shall apply if the work results are not training materials or other documents and media created by us. The industrial property and proprietary rights as formulated in section 3.1 shall apply to these without restriction, unless other agreements to the contrary are concluded in writing.

3.3 We shall ensure that the created work results are free from the rights of third parties which might restrict their use by the customer above and beyond the extent described in section 3.2.

4 Prices and Terms of Payment

All prices are exclusive of VAT. Invoices shall be payable in Euro immediately upon receipt and without deduction.

5 Warranty

We render our offered services with the due care and prudence customary in the sector and on the basis of the state of the art known to us upon our rendering them. If a service performed by us should have defects, these must be reported to us in writing by the customer within 14 days after receipt of the service at the latest. The customer shall then receive a free-of-charge rectification within a reasonable time. If the rectification fails, the customer shall have the right to reduce the agreed payment or to demand cancellation of the contract in full or in part.

6 Liability

6.1 We shall be liable for the full amount of damages in the event of gross negligence on our part.

6.2 If fundamental contractual obligations are violated due to slight negligence on our part, we shall in principle be liable to the value of the order, but at most for compensation of typically foreseeable damage.

6.3 If contractual obligations which are not fundamental are violated due to slight negligence on our part, we shall not assume any liability.

6.4 In the event of loss of data, we shall only be liable for that cost which would be required to restore the data if the customer backs up the data properly (at least once a day).

7 Place of Jurisdiction

The place of jurisdiction for all disputes shall be the place of the registered office of ExperTeach GmbH if the customer is a merchant.

Supplementary Terms and Conditions of ExperTeach GmbH for Training Services

1 Nature and Scope of the Training Services

1.1 We basically distinguish courses from additional training services and in particular open from exclusive courses. Our open courses are open to all interested persons. The nature and scope of these courses are described in our information brochures, the course information material. In contrast, the nature and scope of exclusive courses and additional training services are agreed individually with the customer and summarized by us in a written quotation.

1.2 In the case of courses held at our premises, customers are served lunch on all days of the course, and drinks and snacks during breaks are available throughout. In this case, our services also include hotel reservation where necessary and desired by the customer. The customer shall pay for the hotel costs and all further hotel charges.

2 Utilization of Training Services

2.1 Upon registration for a course, the participant shall receive a request to pay the course fee. We shall consider the registration binding only if the amount invoiced has been transferred to our account in good time prior to the beginning of the course. As long as the course fee has not been transferred, the registration shall not be considered binding.

2.2 Registration on open courses can be submitted in writing or by e-mail. In the case of requests by telephone, we shall if desired reserve places and shall be bound to this for the duration of two weeks. If no written or electronic registration is received within this time or if the course fee is not transferred after registration, the reservation shall be canceled.

2.3 Cancellations of registration on open courses shall be free of charge to customers up to two weeks before the start of the course; thereafter, 50% of the course price shall be charged. If the customer does not attend the course and has not given advance notice of cancellation, the full course price shall be paid. If the cancellation of a binding registration is accompanied by the registration of a replacement person who takes the place of the person who is prevented from taking part in the course, cancellation shall be free of charge.

2.4 The form of ordering and booking and cancellation deadlines for exclusive courses and additional training services shall be agreed individually.

2.5 In the case of specific courses as determined in the corresponding course descriptions, the course documentation will be shipped to the participant prior to the actual event. The documentation will only be shipped after payment of the course fee has been made. After shipment of the course documentation, the participant can no longer cancel the course in question.

3 Changes of Dates and Venue

We reserve the right to change times and dates and to cancel a course up to two weeks before the start of the course at the latest. Neither the customer nor we shall be liable for the postponement or delay of a training service where this is caused in full or in part by acts of force majeure.

4 Prices

The prices for open courses are fixed and can be referred to in the currently valid price list, unless they have been agreed individually with the customer. In the case of individual agreements, the prices and terms of payment laid down in the relevant quotation shall apply to open courses and also to exclusive courses and additional training services.