



1 Application

All Trainings (trainings according catalogue and individual agreed trainings) of Sprecher shall exclusively be governed by this General Terms and Conditions for Trainings. Deviating conditions of the customer shall only apply if expressly confirmed by Sprecher in writing.

2 Scope of Services

The scope of services for trainings covers the execution of the training, the provision of the training documentation and a confirmation certificate. The description of the contents of the trainings meets the standard from Sprecher as per date of issuance of the catalogue. Sprecher explicitly reserves the right to modify respectively adapt the contents during the training to meet the technical progress. The scope of services for individual trainings shall be agreed separately. The entitlement to a confirmation certificate is bound on the condition, that the participant attends the training more than 80% of the time. The customer shall grant that the scope of services shall be used solely for customer's purposes and shall not be used for third parties, unless otherwise agreed in writing.

3 Registration, Data Processing

Registration shall be effected in writing, by using the registration form in the catalogue or the website <http://www.sprecher-automation.com>, button training. After registration and according availability the customer gets a confirmation of the agreed Training, date and price. The customer agrees that the personal data of the participants mentioned in the registration form shall be processed and saved by Sprecher's electronic data processing system.

4 Prices, Terms of Payment

The prices for Trainings are quoted in the catalogue respectively shall be agreed separately in case of individual trainings. Hotel-, accommodation- and travel expenses shall be paid by the customer. The prices are quoted in Euro, excluding Austrian VAT, excluding any duties, taxes, fees etc. outside of Austria and are subject to changes. After registration the customer receives an invoice, which shall be paid within 30 calendar days from date of invoice, net, free of costs and without any deductions, latest on start date of the Training, as far as not otherwise agreed.

5 Cancellation

The customer is entitled to nominate a substitute of the participant before start date of the Training, as far as Sprecher won't have any reasonable objects. For agreed, but not attended Trainings Sprecher shall be entitled to invoice as follows: a cancellation in writing up to 28 calendar days before start date of the Training is free of charge, up to 14 calendar days before start date of the Training 50 % of the price and in case of a shorter period the full price shall be payable immediately. Relevant for calculating the payment period shall be the date of receipt of written cancellation at Sprecher, latest on start date of Training.

6 Right for Modifications

Sprecher reserves the right to change the place and/or time of announced or agreed Trainings or to cancel the Training for objective and legitimate reasons (e.g. not enough -/ too many participants, illness of the trainer etc.) or to nominate a trainer substitute. In case of complete cancellation already paid prices will be refunded. In case of changes in place and/or the time the customer shall be entitled to cancel the registration in writing within 3 working days after information of modification free of

charge, otherwise the participation shall be deemed to be agreed according the amended conditions. The customer shall not be entitled to any compensations or entitlements.

7 Safety Instructions

The customer (participant) shall be obliged to strictly adhere to the safety and accident prevention rules as well as organization regulations and instructions, especially entrance regulations, valid at Sprecher's premises, as well as valid on places of third parties in case the training takes place on another place than Sprecher's premises.

8 Liability

Technical information provided by Sprecher during the training and in the training documentation as well as in other publications shall be given by Sprecher in all conscience. Sprecher shall not grant that any and all information is completely accurate at every time. Sprecher shall be liable for damages caused to the customer in the course of the Training, only once, for cases covered by Sprecher's business liability insurance and only up to the net amount of the price for the Training. Sprecher shall be liable only for damages proved to be due to intentional acts or acts of gross negligence. Sprecher shall not be liable for damages due to acts of ordinary negligence nor for consequential damages, purely pecuniary losses, lost profit and damage resulting from third party claims against the customer nor for a training success. In case of damage of a data media material from the customer the duty of replacement shall not include replacement of lost data. Further claims for damages, irrespectively of the legal ground shall be excluded, unless statutory law is compulsory applicable. As far as trainings take place on customer's premises or premises of third parties Sprecher shall not be liable towards the customer in case of accidents, loss or damage of property, unless the damage was caused by Sprecher intentionally.

9 Copyright, Intellectual Property Right, Secrecy

Any and all documentation/publication provided by Sprecher is the intellectual property or special know-how of Sprecher or third parties. Copying and transfer of them as well as any other usage without an explicit written consent from Sprecher shall not be permitted. Software provided from Sprecher for training purposes shall not be removed and shall not be copied totally or partially or used otherwise. Picture recording and/or sound recording during the Training shall be forbidden as well as any disclosure to third parties during the term and after termination of the Training of confidential information, which were made available in connection with the scope of services. The customer shall be liable for any kind of infringements.

10 Other Provisions

If individual provisions are or become ineffective or unenforceable, they shall be deemed to be replaced by a provision which comes as close as possible to the economic purpose intended and the effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any and all modifications shall only be valid if made in writing.

11 Applicable Law, Arbitration Clause

All disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (Paris). The place of arbitration shall be Vienna, the language English. Training agreements as well as the arbitration regulation shall exclusively be subject to Austrian law. The conflict of laws rules of private international law and UN Sales Law (CISG) shall hereby be expressly excluded.