

## Terms & Conditions Training

### **The following terms apply to:**

enrolment in classes offered by HarMundi GmbH.

These terms, along with any applicable license agreement, are the complete agreement between us regarding the courses or education materials we provide and replace any oral or written communications between us. Attendance at a class or your use of any education materials constitutes your agreement to these terms. Occasionally we have offerings with additional or different terms. If so, we will provide those terms to you.

### **1. Scheduling classes**

We will specify the dates of public classes. Private classes will be scheduled by mutual agreement. HarMundi GmbH reserves the right to cancel any course 10 business days out from the Monday of the week the course is running. If we cancel a course for which you have prepaid, we will refund the price you paid.

### **2. Registration, Materialisation of Contract**

**2.1** Customer can register the participant by letter, fax, or email, using the standard registration form for the seminars and training events set forth in the seminar schedule or on the Internet homepage of HarMundi GmbH. The registration forms will be taken into consideration in the order of receipt. A few days after receipt of the registration form, Customer will receive a written confirmation (formation of contract), containing further information. The data will be electronically stored for internal purposes, only.

**2.2** Contract for open seminars (group of participants not determined) materialise upon Customer's receipt of the confirmation of the course registration by HarMundi GmbH. Contracts for in-house or business client seminars materialise upon acceptance of the written offer of HarMundi GmbH by customer.

**2.3** HarMundi GmbH may enhance or change seminars at short notice.

### **3. Courses & Education materials**

We list our generally available courses and education materials in the HarMundi GmbH Education Schedule which is published on [www.HarMundi.com](http://www.HarMundi.com). We may add or withdraw courses and education materials from general availability at any time without notice. Courses are conducted at partner locations or at other classrooms by arrangement. Upon request, and if agreed by us, we may conduct courses or deliver education materials at your premises.

## 4. Quality Guarantee

Under these terms and conditions we provide the following warranties. We warrant that the information contained in the Schedule is true at the time it is published and that we will employ people with the appropriate skills, as we determine, to teach the courses set out in the Schedule. If you are not satisfied that a course you attend meets its published objectives, please notify us within one month of attending the course and we will give you a credit towards another course or refund the course fee paid by you in full.

## 5. Prices, Price Changes, Charges, Payment Terms, Cancellation / Rescission

**5.1** Seminar prices are listed in the respectively valid seminar schedule / offer or on the Internet homepage of HarMundi GmbH and include supporting materials, lunch and beverages as well as use of computers for open seminars, if required. Travel expenses and subsistence for the participants are not included.

**5.2** The invoice for open seminars including value added tax will be submitted together with the binding invitation; payment shall be due immediately after receipt of the invoice. In-house or business client seminars will be billed after completion of a seminar.

**5.3** If Customer cancels an in-house or business client seminar less than five (5) weeks prior to the scheduled and confirmed date, the contractually stipulated overall charge less the amount planned for catering and training materials will be billed and shall be paid by Customer. We may charge actual cost incurred, including travel and living expenses.

**5.4** If Customer cancels open seminars or virtual training events less than five (5) weeks prior to the scheduled and confirmed date, the contractually stipulated charge will be billed and shall be paid by Customer against provision of the training materials, if and in so far as such training materials were intended for use.

**5.5** If HarMundi GmbH cancels in-house or business client seminars less than five (5) weeks prior to the scheduled and confirmed date, HarMundi GmbH shall arrange a new date / location free of charge. This excludes a faultless cancellation, e.g., due to illness of the instructor against presentation of a medical certificate.

**5.6** In the event of **under-attendance**, HarMundi GmbH reserves the right to cancel an open seminar until one (1) week prior to the start of such seminar without adverse legal consequences. Furthermore, HarMundi GmbH may cancel the seminar for cause at any time without adverse legal consequences, e.g., **due to illness of the instructor**. If HarMundi GmbH cancels the seminar **without good cause**, HarMundi GmbH shall arrange a new date / location free of charge. Other legal consequences for HarMundi GmbH are excluded.

**5.7** If one of the Parties cancels a seminar more than five (5) weeks prior to the scheduled and confirmed date, none of the Parties will incur costs or obligations.

**5.8** Any kind of delay shall be treated like cancellations. Reservations and cancellations require the written form.

## **6. Prices and Payment**

The prices listed in the Schedule are for information only and are subject to change without notice.

The price for public classes will be contained within our confirmation letter. Prices will include the use of required education materials and machines. They do not include taxes or student travel and living expenses.

Prices for private classes will be established based on your requirements. Additional charges may apply such as instructor travel and living expenses facilities and remote lab support.

You agree to pay us either upon receipt of our invoice and according to any terms specified in that invoice or via cheque or credit card.

If any government imposes a Duty Tax (other than income tax or Fee on these Terms or Services that are not otherwise provided for in the amount payable), you agree to pay it when we invoice you.

## **7. Limitation of Liability**

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance we are liable only for the charges for the class or education material that is the subject of the claim.

## **8. Items For Which We Are Not Liable**

Under no circumstances are we liable for any of the following:

- third-party claims against you for losses or damages
- loss of, or damage to, your records or data: or special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if we are informed of their possibility.

## **9. Participant's Obligation to Cooperate**

**9.1** For virtual training offers and training offers with exercises, participants must meet specific technical requirements. Information pertaining to the technical requirements is set forth in the relevant offer or in the seminar specification.

**9.2** Customer and participants shall not make improper **use of the licensed materials** and the access thereto by tampering, modifying or damaging it by viruses, Trojans, worms, etc. Responsibility for final virus scanning of files and texts submitted by email, data communication (modem) or any other means of remote transmission rests with Customer / the participants.

# HarMundi GmbH

Enterprise Software, Services & Solutions

## 10. License

Any machine readable education materials that we provide to you will be subject to the terms of a license agreement. We will inform you of the applicable agreement.

## 11. Changes to this Agreement

We may modify these terms on written notice. The modified terms will apply to your enrolment or order unless you cancel such enrolment or order prior to the effective date. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or communication from you are void.

## 12. General

The courses and education materials listed in the Schedule and not offered as occupational training. They are available to individuals who pay or whose employer pays any applicable charges.

You agree not to copy our copyrighted material without our prior written consent

You agree not to use recording equipment in our classes without our prior written consent.

You agree not to use our trademarks, trade names, or other designations in any promotion or publication without our prior written consent. Any attempt to do so is void.

Neither of us is responsible for failure to fulfil any obligations due to causes beyond either party's control.

Neither of us will bring a legal action (under this Agreement) more than two years after the cause of action arose.

Any terms of this Agreement, which by their nature extend beyond its termination, remain, in effect until fulfilled, and apply to respective successors and assignees.

This Agreement is made under, and shall be interpreted in accordance with, the laws of the State or Territory in which you attend a particular class or receive education materials

Leonberg August 1<sup>st</sup> , 2007

General manager

Jutta Lingelbach