

General Business Terms for the execution of customer-specific training measures

1. Scope of validity

These General Terms of Business shall include all regulations between LemnaTec and the customer with regard to the object of contract. There are no oral collateral agreements. General Business Terms (German abbreviation: AGB) of the customer shall only apply if LemnaTec has explicitly approved these in writing.

2. Scope of services and training measures

2.1. The focuses and contents of training measures as well as remuneration, place and time shall be agreed separately between LemnaTec by consultation with the customer. The right is reserved to slight content-related deviations during the execution of the training measures. LemnaTec and the customer shall coordinate essential content-related deviations with one another.

2.2 The customer may not reproduce, reprint or translate documentation and training documents handed over to the customer in a number that corresponds with the announced participants, not even in excerpts – insofar as not otherwise agreed.

2.3. If the activities of LemnaTec or its vicarious agents are impeded by circumstances and events to the extent that additional time is to be expected, LemnaTec shall inform the customer hereof. If the customer is responsible for this situation, it will remunerate LemnaTec for thus caused additional time.

2.4. LemnaTec shall not be liable for a certain training results or a specific training success.

3. Acts of assistance of the customer

3.1. The customer will keep the required system pre-requisites in reserve at the time of the training. As direct technical pre-requisites the customer will set up a functional network for the purposes of the training and software that is to be used, the corresponding server installation and the client installation, with which the operability of the programme is essentially connected, for its own account. The customer shall comply with the General Business and Licensing Terms of the software producer or of LemnaTec.

3.2. The system pre-requisites should be available and functional and the system have been tested for its suitability and operational capability no later than at the start of the training measure.

3.3. If systems of the customer are used with the agreed training measures the customer will be responsible for carrying out suitable and sufficient backup measures for the protection of own data and programmes against loss, destruction and damages. Therefore, a data backup should have been carried out before commencement of the training. The user code and passwords should have been allocated for the registered participants as well as the instructors at the commencement of the training.

3.4. The customer will inform its employees taking part in the training measures that the safety regulations applicable at the venue are to be complied with.

3.5. The customer will make all necessary work equipment available to LemnaTec if required and to a sufficient extent without a separate charge, procure the access to the information that is necessary for their activity for the instructors of LemnaTec and supply them with all necessary information in time, insofar as it is necessary for fulfilment of the order.

3.6. The customer will make suitable training rooms available for the instructors of LemnaTec operating in its company, in which documents, documentation and data carriers can also be stored, as well as conference technology that is appropriate for the training requirements such as workstations, video beamers, screen, etc.

3.7. The customer shall name a system administrator who can be contacted for the entire training period, who can remedy hardware and software-technical interferences if required. The instructor assigned by LemnaTec may not make changes to the hardware made available by the customer; in particular hardware support is not part of the training service.

4. Cancellation

4.1. LemnaTec can cancel the contract if the training measures have to be cancelled owing to the illness of the instructor, for technical reasons or for reasons for which LemnaTec is not responsible.

4.2. However, before exercising the right of cancellation LemnaTec will try to entrust another suitable instructor with the execution of the training measures or to reschedule these to another date if there is an opportunity to do this and the customer agrees herewith. Such changes LemnaTec will inform the customer of such changes immediately and without culpable delay.

4.3. The customer can cancel until the start of the training measures. The cancellation must be declared in writing. If the written declaration of cancellation is carried out up to 14 days before the start of the training measures LemnaTec shall invoice the customer for 30% of the participation fee plus VAT.

4.4. If the written declaration of cancellation is received later the customer has to pay the remuneration agreed for this purpose in full.

5. Change in date

You can agree upon a new execution date with us at all times. In case of a change in date we will, however, charge the following processing fees: up to 5 weeks before the agreed date: free of charge. 5-2 weeks before the agreed date: EUR 180.- plus VAT., from 2 weeks 30% plus VAT., from 4 workdays before the agreed date: 70% plus VAT. of the participation fee. Please note that we will also charge already incurred travelling costs of the instructor to you in addition to the processing fees.

6. Remuneration and terms of payment

6.1. Our offers are without obligation. The details contained in our offers as well as in enclosed documents, mailings, advertising mailings, etc. concerning training units and contents, remuneration, etc. are reference values, unless they are explicitly recognised as binding in our order confirmation. The contract shall be concluded by our written order confirmation.

6.2. Insofar as not otherwise agreed all invoices are payable within 14 days after the invoice date without deduction.

6.3. The remuneration agreed in the contract shall apply to the training measures. The respective applicable statutory value added tax will be added to the fees, which are to be calculated.

6.4. LemnaTec shall ensure the overnight accommodation of the instructor. The customer will bear the travelling, accommodation, catering and other incidental costs.

7. Liability

7.1. LemnaTec is explicitly not liable for damages caused by the use of the LemnaTec software on other software or on data carriers or data processing systems of the customer. LemnaTec will only be liable for damages if



General Business Terms for the execution of customer-specific training measures

the defect that caused the damages was caused wilfully or gross negligently by one of its legal representatives or vicarious agents.

7.2. LemnaTec as training organiser does not assumed any warranty for the general lack of faults of the LemnaTec software; in particular liability is excluded if it is determined over the course of the training that the software does not meet the requirements and purposes of the customer or does not cooperate with other programmes selected by it.

7.3. The customer is responsible for the backup of its data stocks. The liability for the loss of data is excluded insofar as the data loss was not caused by wilful or grossly negligent actions or omissions of LemnaTec or one of its vicarious agents. With contracts with legal entities under public law, special fund under public law as well as merchants – towards the latter however only when their contract with LemnaTec belongs to the operation of their commercial enterprise – our liability for gross fault by vicarious agents is also excluded beyond the limitation to liability of the aforementioned sentence insofar as it does not concern the fault of managing vicarious agents or LemnaTec breaches its liabilities. Statutory claims for the liability due to material defects shall remain unaffected by the aforementioned regulation.

8. Other claims for damages

Claims for damages and expenses of the customer (hereinafter: claims for damages), no matter for what legal reason, in particular owing to the breach of obligations from the contractual obligation and from illicit act, are excluded. This shall not apply insofar as it is essential to assume liability, e.g. in cases of wilful intent, of gross negligence, owing to the injury to life, the body or the health, owing to the breach of essential contractual obligations. The claim for damages owing to essential contractual obligations is however limited to the foreseeable damages, which are typical for the contract, insofar as there is no wilful intent or gross negligence or liability is assumed owing to the injury to the life, the body or the health. A change in the burden of proof for the disadvantage of the customer is not associated herewith.

9. Data protection, non-disclosure obligation, confidentiality obligation

9.1. The contractual parties undertake to maintain secrecy concerning all information received in this contractual relationship about the contractual partners to an unlimited extent. This shall in particular apply to all information, which is described as confidential or is recognisable as a business secret. After

termination of the order LemnaTec will return the operational documents handed over by the customer to the customer.

9.2. For possible queries and follow-up orders LemnaTec will store the necessary documents regarding the training measure for one year from the termination of the activity. The contractual partners will comply with statutory data protection provisions. The contractual partners will inform involved third parties about their obligations.

10. Final provisions

10.1. The provisions of this contract and in addition the law of the Federal Republic of Germany are applicable to the contractual relationship. The place of performance and place of jurisdiction for all disputes from this contract is the registered seat of LemnaTec, if the customer is a merchant or legal entity under public law.

10.2. Should individual provisions of this contract not be legally valid or lose their legal validity by a subsequent circumstance or should a loophole be determined in this contract this shall have no effect on the legal validity of the other provisions. A reasonable regulation shall apply to replace the invalid contractual provision or to fill the loophole, which, insofar as possible shall correspond with that which the contractual parties would have intended if they had considered this point. This shall not apply if the adherence to the contract would represent an unreasonable hardship for one party.

10.3. The parties will not participate in a dispute settlement procedure before a consumer conciliation board.

10.4. The execution in legal transactions (settlement, etc.) is carried out by LemnaTec.

LemnaTec GmbH
Pascalstr. 59
52076 Aachen
Germany
Phone: +49 2408 9383-0
Fax: +49 2408 9383-300
E-mail: info@LemnaTec.de
Internet: www.LemnaTec.com