



RENK GmbH

General Terms and Conditions on the Provision of Training Services (International)

1. INTERPRETATION

1.1 In these Conditions the following words shall (unless the context otherwise requires) have the following meanings:

"**Conditions**" means these General Terms and Conditions on the Provision of Training Services as set out herein;

"**Contract**" means any contract for Training Services between the Customer and RENK;

"**Customer**" means the person, firm or company that has requested any Training Services identified in the Order;

"**Force Majeure**" means any Act of God, labour disputes, civil commotion, war, extensive military mobilization, insurrection, requisition, seizure, governmental or official actions, export restrictions, denial or delay in the granting of any required visa by the authorities, terrorist acts, or any other event which was unforeseeable or outside the reasonable control of the Party affected and which prevents or hinders the performance of the affected Party's obligations under the Contract;

"**Order**" means an order placed by the Customer with RENK for Training Services;

"**Participant**" means the employee named by the Customer taking part in the Training Services;

"**RENK**" means the company within the RENK group of companies, which offers the Training Services under the Contract;

"**Training Services**" means the training measures offered by RENK.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. FORMATION

2.1 All tenders are made and Orders are accepted by RENK subject to the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions, including without limitation those which the Customer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing. If any such agreed variation increases the time or cost of RENK in performing the Contract then the Contract price and/or programme will be adjusted accordingly.

2.2 Orders from the Customer are binding on RENK only after a written order acknowledgment has been issued and only on the conditions stated in the order acknowledgment.

2.3 All information on price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrations and price lists is to be considered approximate. Such information shall only be binding to the extent expressly stated in the order acknowledgment or in other documents forming part of the Contract expressly referring to such information.

3. SCOPE OF SERVICES

3.1 As far as not stipulated otherwise by RENK, the training fee shall be per quoted training period and maximum number of Participants as quoted excluding VAT or any tax similar in nature (e.g. sales tax, GST, business tax). This training fee shall include the training material and, as far as the Training Service takes place at one of RENK's facilities, also lunch and soft drinks during the Training Service.

3.2 RENK shall be entitled to replace the instructors announced and to change program and content of the Training Service, however, preserving the overall character of the Training Service. In case it is not feasible to hold the Training Service because of an event contemplated by Clause 9.1, the Participants will be informed without undue delay and the Training Service will be postponed in accordance with Clause 9.2. Claims for compensation of travel expenses and accommodation shall be excluded, unless they have been caused by the wilful intent or gross negligence on the part of RENK.

3.3 Claims for reimbursement of the training fee shall be excluded in case of a premature departure of one or more Participants, e.g. without limitation in case RENK excludes such Participant from the Training Service according to Clause 3.6 below.

3.4 In case the Participant needs an official invitation from RENK in order to obtain a visa for the country where the Training Service takes place and for this reason RENK is liable according to the applicable law of this country for damages and costs of third parties caused by the corresponding Participant, the Customer shall indemnify and hold harmless RENK in respect of such costs and damages imposed on RENK.

3.5 In case the Training Service does not take place at a RENK facility, the Customer shall cooperate with RENK in a timely manner in order to ensure proper arrangement of the Training Service. This shall especially apply in respect of the provision of appropriate locations, equipment required for rendering the Training Service, etc. according to RENK's choice. In case the Customer fails to duly cooperate as per this Clause, the Customer shall fully pay the training fee even if the Training Service could not be arranged as originally planned or had to be cancelled.

3.6 RENK shall regardless of whether the Training Service takes place at a RENK facility or elsewhere be in charge of and at the same time be entitled to take all necessary measures to ensure the proper arrangement and execution of the Training Service, including without limitation to call to order Participants who in RENK's reasonable opinion, cause disturbances of the Training Service and, if necessary, to exclude Participants from the Training Service.

3.7 RENK shall issue participation certificates for those Participants having attended the entire Training Service after the Training Service and send them to the Customer.

4. PRICE AND OFFER BINDING PERIOD

4.1 Unless otherwise set forth by RENK in writing, the prices for the Training Service are as quoted by RENK.

4.2 Unless stipulated otherwise by RENK in writing, all offers of RENK are subject to an offer binding period. If no binding period is stipulated in RENK offer the offer shall be deemed to be non-binding.

5. PAYMENT, DELAY AND SET-OFF

5.1 Unless otherwise agreed, the training fee shall be due and payable upon completion of the Training Service and receipt of the invoice.

5.2 Payment shall be made via bank transfer against invoice.

5.3 The Customer may set off payments only against claims set forth by a court decision or those explicitly accepted by RENK in writing. The Customer shall be entitled to exercise a right of retention only as far as the counterclaim results from the same contract.

6. CANCELLATION

6.1 The cancellation of a Training Service booked by the Customer shall be made in writing.

6.2 In case of a cancellation of the Training Service by the Customer, the following amounts shall be paid by the Customer in, or may be deducted by RENK from payments already received (as the case may be):

- if the notice of cancellation is received by RENK at least 60 calendar days prior to the scheduled Training Service, the cancellation shall be free of charge;
- if the notice of cancellation is received by RENK within less than 60 days prior to the scheduled Training Service, 50 % of the training fee will be charged.

6.3 In any case, RENK will gladly accept a substitute Participant without additional cost to the Customer.

7. COPYRIGHTS

7. The training material provided to the Participants and/or the Customer is protected by RENK's copyrights and may only be used for Customer's internal purposes. Any reproduction, transfer or other usage of these training materials beyond the permitted purpose as afore-stated shall be permitted only upon the prior written consent of RENK.

8. LIMITATION OF LIABILITY

8.1 The Training Services will be properly prepared and carried out by qualified authors and instructors. In case the training material is incorrect or incomplete, the Customer shall notify RENK thereof without undue delay and RENK shall upon request of the Customer provide corrected training material. Other than that, RENK shall not be liable for the Training Services arranged, including without limitation for the topicality, correctness and completeness of the training material provided, or anything remarked orally by the instructor during the Training Service. Without limiting the generality of the foregoing, RENK shall in no event be liable to the Customer, whether by reason of any breach of contract, statutory duty, tort, negligence or otherwise, and howsoever the same are caused, (i) for any loss of profit, hire, business contracts, revenues or anticipated savings, or (ii) for damage to the Customer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party, or (iv) for any special, indirect or consequential loss or damage of any nature whatsoever.

8.2 Nothing in these Conditions shall exclude or limit the liability of RENK (i) for death or personal injury, or (ii) in case of wilful intent or gross negligence on the part of RENK, or (iii) if and to the extent the liability of RENK cannot be limited as per the provisions of applicable mandatory laws.

8.3 The limitations or exclusions of liability provided for in this Clause 8 shall prevail over any inconsistent or conflicting contractual provisions, unless such provisions further exclude or limit RENK's liability.

9. FORCE MAJEURE

9.1 In case of Force Majeure, the Parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable in cases where otherwise in the reasonable assessment by RENK, the health, life, security and/or protection of



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the RENK personnel is threatened by circumstances prevailing at the venue of the Training Service other than one of RENK's facilities (e.g. without limitation in such areas for which the German Foreign Office has issued a travel warning). RENK shall be obliged to use all reasonable efforts to minimise the effects of impairments of performance.

9.2 The Parties shall give each other the necessary information which may reasonably be expected without delay, and shall adjust their obligations in good faith to the changed circumstances.

10. DATA PROTECTION

10.1 RENK will take its utmost care protecting the Customer's and the Participant's personal data. RENK shall keep the Customer's and the Participant's personal data confidential and shall use them only in compliance with the locally applicable data protection law. Personal data shall be defined as any data recorded in combination with the name of the Customer and/or Participant. The basic data received from the Customer and/or the Participant (first name, last name, delivery and invoice address, e-mail address, depending on the terms of payment agreed upon also bank account) will be recorded by RENK in its customer database. They will be used for purposes of arrangement of the Training Services, for charging of the training fees and will - as far as necessary - be given to external service providers of RENK.

10.2 As far as not stipulated otherwise by the Customer and/or the Participants, RENK will inform about its products and services and will contact the Customer via fax, e-mail or phone.

10.3 The Customer and the Participant may revoke their consent hereto at any time. Requests for modification may be directed to the RENK company arranging the Training Service.

11. GENERAL

11.1 As far as permitted by law, place of fulfilment is the registered seat of the respective RENK company which is arranging the Training Services.

11.2 The Parties shall only be entitled to assign or sub-contract any of their rights or the obligations under the Contract with the prior written consent of the other Party.

11.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another - with respect to the commercial effect- equivalent provision, in so far as this is possible.

11.4 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of Switzerland, however excluding the rules of conflicts of law.

11.5 If a difference of opinion cannot be settled by the Parties themselves, the dispute shall be finally decided by Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce in Paris (ICC), by three arbitrators, appointed under such Rules. The arbitration proceedings shall take place in Geneva, Switzerland in the English language.