

## General Terms and Conditions

### § 1 Miscellaneous, scope

**(1)** These general terms and conditions (GTC) apply to all our services, consultancy, training and pre-contractual legal relationships (e.g. offers) and become part of the contract and quote. The terms and conditions apply not only to our direct contract or business partners but also to persons who are themselves in a contractual relationship with our contract and business partners (e.g. employees or staff member) and directly benefit from services, trainings or the like (briefly called "customers"). Deviations from these terms and conditions are only binding if we have acknowledged them in writing.

**(2)** Any conflicting or deviating terms and conditions or other restrictions shall not become part of the contract.

### § 2 Conclusion of contract

**(1)** Our offers are non-binding and without obligation. This shall also apply if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, computations, calculations), other product descriptions or documents - including in electronic form - in which we reserve the rights of ownership and copyrights. Any kind of duplication, publication or release is to be approved by us in writing.

**(2)** The order of products and services by the customer is considered a binding contract offer. Unless otherwise stated in the order we are entitled to accept this contract offer within 10 days of its receipt.

**(3)** The acceptance may be declared either in writing (e.g. by order confirmation) or by submitting the documents relating to the services provided to the customer.

### **§ 3 Training organization**

**(1)** The making of image, video and sound recordings of teaching and learning materials, lectures or generally during our services or performance by clients is prohibited without exception and requires our prior written approval.

**(2)** We can make video, picture and sound recordings of our services for our own purposes but there shall be no entitlement to forwarding these recordings to the customer. There is no transfer of image, video and sound recordings to third parties.

### **§ 4 Terms of payment**

**(1)** Unless special terms of payment have been agreed in writing, our invoices are due for payment within 14 days of receipt in the currency stated. The customer is not entitled to a discount deduction. The payment is to be made without deductions, any bank and/or transfer charges shall be borne by the customer.

**(2)** The customer shall not be entitled to withhold payments due to warranty claims or other claims in any form whatsoever or to offset them with counterclaims.

**(3)** In the event of default in payment we are entitled to invoice default interest - including consumers under the terms of the Austrian consumer protection act (KSchG) - of currently 5% per annum above the interest rate in accordance with § 1333 (2) of the Austrian general civil law (ABGB). All recovery costs, in particular reminder, collection and legal fees, whether judicial or pre-litigation or all costs incurred by a credit or collection organization or a lawyer, shall be borne by the defaulter.

**(4)** If the customer is in arrears with his payment we shall postpone the fulfillment of our obligations until the outstanding payment has been effected.

**(5)** The customer or our other business partners waive any right of retention due to the regulations of the Austrian general civil law (ABGB) or the commercial code (HGB).

**(6)** Should it become apparent - after the conclusion of the contract - that our claim for payment is jeopardized due to lack of efficiency of the customer (e.g. application for opening insolvency proceedings) we shall be entitled to refuse our services in accordance with the statutory regulations and - if necessary after a deadline - to withdraw from the contract.

**(7)** We are entitled to submit invoices in electronic form to the customer. The customer expressly agrees to the receipt of invoices in electronic form by AMC.

### **§ 5 Change in booking, cancellation and refund**

**(1)** A change in booking or cancellation by the customer must be made in writing. A rebooking free of charge is possible up to 30 working days before the performance or commencement of the event.

In the case of cancellation without replacement, which the customer is responsible for

- a) up to 20 working days before commencement of service 50% of the offer amount is due.
- b) within less than 20 working days until commencement of service the full amount of the offer is due.

### **§ 6 Cancellation, course failure and relocation of events and services**

**(1)** In case we cannot comply with service deadlines for reasons we are not responsible for or cannot influence (e.g. illness of our lecturers, trainers or instructors) we will inform the customer immediately and communicate the expected new service dates. If the service performance is not possible within the new delivery period, we are entitled to withdraw from the contract in whole or in part.

**(2)** We reserve the right to cancel events or to withdraw from the contract for important reasons. Such important reasons are e.g. failure to meet the required minimum number of participants or the non-participation of certain persons required for the service performance on the part of the customer.

**(3)** Remunerations/fees already paid will be refunded without interest at the time of withdrawal from the contract. Further claims for compensation of the customer are excluded.

(4) The customer has no right to claim service performance by a certain trainer, speaker or lecturer on our part even if the trainer, speaker or lecturer has been announced to the customer in advance.

### **§ 7 Exclusion from participation**

(1) We are entitled to exclude customers from further participation in our trainings in specific cases, e.g. in the event of late payment, disruption of the event and the operating procedure, missing participation requirements guaranteed in the registration form, unsuccessful completion of intermediate examinations or learning sheets.

(2) In these cases we are entitled to payment of the complete participant fee/full fee or semester or module contribution.

(3) The number of participants in the contract is decidedly determined and all participants who will be sent that are not registered will be excluded from participation.

### **§ 8 External visitors (by AMC) during trainings**

(1) We reserve the right to allow our visitors to attend our service performance as part of internal company tours. For our customers there is no possibility to let third parties participate as visitors or spectators during our service provision.

### **§ 9 Retention of title**

(1) Until full payment of all our current and future claims arising from the sales contract and a current business relationship (secured claims), we reserve the ownership of the goods sold, especially the textbooks.

(2) The goods subject to retention of title can neither be pledged to third parties nor assigned as a collateral security before full payment. The customer must notify us immediately in writing if and insofar as third-party access is made to the goods belonging to us.

## **§ 10 Warranty**

(1) AMC assumes no responsibility for printing errors or misspellings in publications and on the website and reserves the right to make subsequent corrections.

## **§ 11 Liability/Defects**

(1) We are liable for proper and professional delivery. In case of the provision of a consultancy or service, we are liable for a proper and professional performance.

(2) All instructions, declarations, orders and other documents submitted to the customer in preparation for our service performance must be strictly adhered by the customer, otherwise we are entitled to withdraw from the contract - even at short notice - at full compensation of costs by the customer.

(3) If our services are provided at the premises or organizational units of the customer, it is the sole responsibility of the customer to ensure that these premises or rather organizational units and equipment (in particular also materials and medicines) are inspected, supplemented, cleaned and, in general, properly restored after the provision of services. Any responsibility and liability by AMC is expressly excluded.

(4) The participation in our events is at your own risk and responsibility. No liability is assumed for personal belongings of the customers.

(5) If the service was provided on the basis of specifications of the customer, the liability extends only to the agreed execution and not to the verification of the correctness, feasibility and/or conclusiveness of the specifications.

(6) From information in catalogues, brochures, on the internet or the like no warranty or damage claims can be derived from the services and projects as well as from other written or verbal statements that were not included in the contract in writing.

**(7)** Warranty claims are – to avoid loss - to be reported in writing **immediately** after the service performance with a detailed description of the defects. The warranty period is 12 months, it begins with the completion of the service.

**(8)** Excluded from any warranty are such defects resulting from inadequate equipment, failure to comply with our specifications and orders or recommendations and use of unsuitable equipment. This applies equally to such defects that can be traced back to the material provided by the customer. We are not liable for damages resulting from the actions of third parties or the failure to comply with our specifications, recommendations or consulting services.

**(9)** If a defect imputable to us is present we shall be entitled to either improve our performance or reduce the price as we choose. All costs incurred in connection with the rectification of defects (e. g. travel and travel time) shall be borne by the customer.

**(10)** Since the delivery is the responsibility of the customer and materials or goods are to be picked up by us, we are not liable for damage during or through the transport.

**(11)** As far as we are liable, whereby our liability is limited to intent and gross negligence, only monetary reimbursement up to the amount of time value can be demanded. We are not liable for claims beyond or further claims, of whatever kind, in particular for damages such as loss of earnings, loss of profit, recourse claims of third parties etc. The liability for slight negligence is excluded in any case. At any rate the customer must provide proof that any damage can be attributed to us.

**(12)** Any warranty expires immediately if - without our written consent - the customer or a third party not authorized by us makes modifications or other manipulations to our services, concepts, recommendations or specifications. Likewise any claim for compensation expires immediately if the customer does not inform us of all basics, official regulations, specifications or even his goals and purposes for our services.

**(13)** The provisions of § 11 apply mutatis mutandis to faults for other legal reasons.

## **§ 12 Data protection, transfer of personal data to third parties**

**(1)** By registration or submitting an offer the customer agrees to the electronic data processing of personal data for the purpose of training and consulting services.

**(2)** With the registration of the customer for courses, trainings or products we are entitled to transmit personal data accordingly to third parties in order to receive certificates, login data and the like.

**(3)** Customers are obliged to treat all documents, concepts, training processes and other materials that are not publicly accessible as confidential and may not pass this information on to third parties. We have a duty to keep our customers' business and trade secrets confidential as well as any information received that is not publicly available.

## **§ 13 Choice of law and jurisdiction**

**(1)** The place of performance is our registered office. For all disputes arising directly or indirectly from this contract the jurisdiction of the relevant court in Linz is agreed. Also the application of Austrian law is agreed. Furthermore, the exclusion of international jurisdiction norms and conflict-of-law rules as well as the UN sales law is expressly agreed.

## **§ 14 Severability clause**

**(1)** Should any of these provisions be invalid, the remaining provisions shall remain valid in their entirety. The ineffective provisions will be replaced by effective provisions which come as close as possible to the ineffective provisions.