

TUV AUSTRIA AKADEMIE GMBH

General terms and conditions

Version 07/2015

Validity of the terms and conditions:

The general terms and conditions shall apply to the organization of all courses, seminars, trainings and measures (like training courses or events) organised by the TUV AUSTRIA AKADEMIE GMBH as well as to the sale and the delivery of publishing products (like specialist publications in the fields of safety, technology, environment and quality) of the TUV AUSTRIA AKADEMIE GMBH as well as to the use of conference, meeting and function rooms, laboratories and workshops of TÜV AUSTRIA AKADEMIE GMBH for holding events and all associated deliveries to and services provided for the client. Deviating terms of participants or buyers shall be excluded for the whole business relationship. In case of contracts with consumers within the meaning of the Austrian consumers act (KSchG), indispensable legal rules will prevail over this terms and conditions.

A. Organization of public courses, seminars, trainings and measures (like training courses or events):

A.1: Definition:

Public courses are publicly available to participants from different companies as well as to private persons. Schedules and event locations are shown in the course program, on our homepage and on our course folders.

A.2: Registration:

Every registration is binding. Registrations have to be done in a written form, which means by post, fax, email or via homepage www.tuv-akademie.at, unless otherwise stated for the respective event. If participants have not reached the age of 18, the registration has to be made and signed by the participant as well as its legal representative. The registration will be confirmed by the TUV AUSTRIA AKADEMIE GMBH.

A.3: Participation fees:

The participation fees can be found at the current course program or any course-relating materials or can be asked by the TUV AUSTRIA AKADEMIE GMBH. The participation fees as stated in the course program are valid from July 1 until June 30 of the subsequent year, prices are subject to change. The subsequent program will be released at July 1. Misprints and errors are reserved.

A.3.1: Payment terms:

The stated participation fees are valid in EURO excluding VAT and have to be transferred within two weeks after receipt of invoice.

A.3.2: Delay:

In case of delay in payment, the TUV AUSTRIA AKADEMIE GMBH shall be entitled to charge interest of 8% per year above

the base interest rate of the Austrian national bank plus overdue fines of EUR 4,00 for each reminder sent. Furthermore, the participant is obliged to reimburse the TUV AUSTRIA AKADEMIE GMBH all costs and expenses incurred by his/her delay in payment as well as all costs that occur in the prosecution. That includes, apart from the legal obligation to pay compensation, all extrajudicial costs, dunning fees, costs for a debt collection company (in accordance with § 4 Abs 2 of the directive BGBl 141/96 concerning the valorised remuneration for debt collection services) plus lawyers' fees where appropriate and necessary.

A.4: Rescission/Changes in bookings and cancellation fees:

Any rescission from the registration has to be done in a written form and is free of charges until seven working days before the beginning of the course. The rescission deadline is only considered met if the written declaration of rescission is received at the address intended for the registration of the course (postal address, fax number or email address) within the time limit. After that, cancellation fees in the amount of 20% of the participation fees will be charged. In the event of cancellation within two working days before the event or in case of not participating, cancellation fees in the amount of the full participation fees will be billed. The cancellation fees are due when the rescission declaration becomes effective, regardless its reasons or a possible fault. The cancellation fees do not apply if the participant names a substitute participant who meets the requirements for the course and who pays the participation fees.

In the event of rebooking a course within four working days before its beginning, handling fees in the amount of 10% of the participation fees will be charged.

A.5: Rescission by the TUV AUSTRIA AKADEMIE GMBH:

The TUV AUSTRIA AKADEMIE GMBH may cancel an event until six working days before its beginning in a written form. In this case, already paid participation fees will be refunded, further claims are excluded.

A.6: Confirmation of participation:

The claim to receive a certification of participation arises after the course has been visited in the required percentage (of regularly 80% or 100% percent) and after the participation fees including further costs like examination and certification fees have been paid. If an examination is provided, the claim to receive a certificate or another performance evaluation arises when the requirements stated above are met and the examination is taken successfully. The TÜV AUSTRIA Akademie GmbH reserves the right to exclude participants in the case of scientific misconduct, violation of the house rules or safety regulations, violation of laws or morality from further participation in classes or exams. Paid attendance / exam fees will be refunded pro rata. Other claims are excluded.

A.7: Amendments by the TUV AUSTRIA AKADEMIE GMBH:

The TUV AUSTRIA AKADEMIE GMBH reserves the right to

make some changes concerning the contents of the course/training program, the number of course hours, the location or the course date, if any relevant legal requirements have changed.

B. Organization of in-house courses (that means internal courses, seminars, trainings and measures (like training courses or events):

B.1: Definition:

In-house courses will be organized specifically for individual companies/organizations. Therefore the contents and the focus of the courses will be coordinated with the company.

It shall also be possible to send employees of other companies to an in-house course.

Usually, the courses take place at the company headquarters, however, the TUV AUSTRIA AKADEMIE GMBH may take over the organization of an appropriate course location.

B.2: Acceptance of the offer:

Orders have to be sent in a written form, that means by post, fax or email to the TUV AUSTRIA AKADEMIE GMBH four weeks before the beginning of the course at the latest. They have to be signed by the contractor.

B.3: Costs:

The costs include services as listed in the offer. The amount stated is valid for the maximum number of participants as stated. In case that there are no additional costs for additional participants are stated, each additional participant increases this amount proportionally. There is no claim of any price reduction for participants who fail to appear.

Additional costs like costs for certification exams, confirmations or certificates, that are not included in the service, will be billed separately.

If TUV AUSTRIA AKADEMIE GMBH does not receive the information requested for organising the training by 8 days before the start of the seminar at the latest, any additional costs incurred will be charged to the client.

B.3.1: Payment terms:

The stated course fees are valid in EURO excluding VAT and have to be transferred within two weeks after receipt of invoice. The same also applies to instalments. If payment by instalments is agreed, every partial payment has to be transferred within two weeks.

B.3.2: Delay:

In case of delay in payment, the TUV AUSTRIA AKADEMIE GMBH shall be entitled to charge interest of 8% per year above the base interest rate of the Austrian national bank plus overdue fines of EUR 4,00 for each reminder sent.

Furthermore, the ordering client is obliged to reimburse the TUV AUSTRIA AKADEMIE GMBH all costs and expenses incurred by his/her delay in payment as well as all costs that occur in the prosecution. That includes, apart from the legal obligation to pay compensation, all extrajudicial costs, dunning fees, costs for a debt collection company (in accordance with § 4 Abs 2 of the directive BGBl 141/96 concerning the valorised remuneration for debt collection services) plus lawyers' fees where appropriate and necessary.

B.4: Rescission/Changes in bookings and cancellation fees:

Rescission from the registration has to be done in a written form.

The cancellation fees are 30% of the order amount if the rescission is between four and two weeks before the beginning of the course, 50% of the order amount if the rescission is between two weeks and eight days before the beginning and 90% of the order amount if the rescission is later than the seventh day before the beginning.

In the event of a postponement caused by the customer earlier than two weeks before the beginning of the course, a handling fee in the amount of 10% of the course price will be charged.

B.5: Rescission/Changes of appointments by the TUV AUSTRIA AKADEMIE GMBH:

The event can be cancelled/postponed by TÜV AUSTRIA AKADEMIE GMBH in written form up to 18 working days before the start of the seminar.

In case of cancellation due to illness of the trainer or any other unforeseen event, there is no right of realization of the course. Compensation for expenses and other claims cannot be derived from this. The same applies to postponements and changes in schedules that are short-dated necessary.

If an event has to be cancelled, already paid course fees will be reimbursed without deductions.

Repayment is made by transfer to an account given by the customer in writing.

B.6: Confirmation of participation:

The claim to receive a certification of participation arises after the course has been visited in the required percentage (of regularly 80% or 100% percent) and after the participation fees including further costs like examination and certification fees have been paid. If an examination is provided, the claim to receive a certificate or another performance evaluation arises when the requirements stated above are met and the examination is taken successfully. The TÜV AUSTRIA Akademie GmbH reserves the right to exclude participants in the case of scientific misconduct, violation of the house rules or safety regulations, violation of laws or morality from further participation in classes or exams. Paid attendance / exam fees will be refunded pro rata. Other claims are excluded. The client will be informed about the exclusion.

B.7: Amendments by the TUV AUSTRIA AKADEMIE GMBH:

The TUV AUSTRIA AKADEMIE GMBH reserves the right to make some changes concerning the contents of the course/training program, the number of course hours, the location or the course date, if any relevant legal requirements have changed.

C: Publishing of specialist publication:

C.1: Prices of publishing products:

If not otherwise specified, all prices are in EURO exclusive VAT

plus costs relating to dispatch. Any export or import duties in connection with the dispatch shall be borne by the purchaser.

C.1.1: Payment terms:

There is a payment deadline of two weeks for goods delivered on account.

C.1.2: Delay:

In case of delay in payment, the TUV AUSTRIA AKADEMIE GMBH shall be entitled to charge interest of 8% per year above the base interest rate of the Austrian national bank plus overdue fines of EUR 4,00 for each reminder sent.

Furthermore, the participant is obliged to reimburse the TUV AUSTRIA AKADEMIE GMBH all costs and expenses incurred by his/her delay in payment as well as all costs that occur in the prosecution. That includes, apart from the legal obligation to pay compensation, all extrajudicial costs, dunning fees, costs for a debt collection company (in accordance with § 4 Abs 2 of the directive BGBl 141/96 concerning the valorised remuneration for debt collection services) plus lawyers' fees where appropriate and necessary.

C.2: Right of rescission:

Purchasers can withdraw from the distance contract (or from the declaration to enter a the contract) within seven working days. It is sufficient to send-off the declaration of withdrawal without giving any reasons within the period. In case of withdrawal, a full or partial reimbursement of the purchase price will be made only step by step in line with the return of the goods received by the purchaser. Therefore it is a precondition that the goods are in an unused and resalable condition. The dispatching costs are borne by the customer. If goods are affected by traces of usage or if the packaging has been damaged, an appropriate compensation for the reduction in value will be charged. The same applies if accessories (like manuals, drivers, CDs, Software, etc) are missing at restitution. There is no right of return for audio or video recordings (like CDs, DVDs, ...) or software unsealed by the purchaser, moreover for services that has been sent online (like software for download).

C.3: Retention of title:

The goods remain property of the TUV AUSTRIA AKADEMIE GMBH until completed payment. Prior to complete payment of the goods, the purchaser has no right to pledge the goods, to transfer ownership as security or to grant any other right concerning the goods to third parties.

C.4: Web subscription:

That means an internet-based application with temporally limited access.

C.4.1: Restriction in use:

For the duration of the subscription the TUV AUSTRIA AKADMIE GMBH grants a non-exclusive and non-transferable licence for the usage of the online-service named in the subscription, which is restricted by the following provisions. The license ends when subscription expires.

Only persons who are listed as users in the written agreements (= order form, notification concerning user changes) and who the TUV AUSTRIA AKADEMIE GMBH has assigned a password have the access and the right to use the online-services of TUV AUSTRIA AKADEMIE GMBH.

Separate functions may be added to or removed from the subscribed online-service, both with immediate effect. Customers are allowed to use TUV AUSTRIA AKADEMIE GMBH online-services as well as the data they contain only for private use and for the purpose of normal business use. The access to the TUV AUSTRIA AKADEMIE GMBH online-services and its usage shall only be done by manually, individually and independently executed search and download activities. Data and information from the TUV AUSTRIA online-services shall only

- be shown in electronic form to the particular user, but not systematically to a great number of other users or third parties, for example by copying of data or information into the customer-related intranet, into internet discussion forums or similar.

- be printed or downloaded by using print or download commands, which are provided at the access surface itself, in a single copy for private purpose and for the purpose of normal business use.

Any downloading, saving, reproducing, transferring, showing, copying, distributing or using of data and information of the online-service that is not explicitly stated in this point, is prohibited. Especially each access and each usage of the TUV AUSTRIA AKADEMIE GMBH online-services by independently working search or download mechanisms like computer programs that systematically download essential party of data and information, is prohibited. The data and information must not be entered in databases that are open to third parties. Neither the data and information nor parts of it are allowed to be sold, sublicensed or transferred to third parties in other ways, even not copies or reproductions.

D: Room rental:

D.1: Definition:

TÜV AUSTRIA AKADMIE GMBH rents its conference, meeting and function rooms, laboratories and workshops at all its locations to clients for the purpose of holding events.

D.2: Event contract:

The event contract only materialises with the written confirmation by the client. The contents of this confirmation of order are binding. Verbal agreements or agreements made by telephone are only binding if they are confirmed by TÜV AUSTRIA AKADEMIE GMBH. If, following the acceptance of an order, TÜV AUSTRIA AKADEMIE GMBH should doubt the creditworthiness of the client, it is entitled to withdraw from the contract unless the client agrees to immediately make an

advance payment.

D.3: Options:

Data regarding options are binding for both parties to the contract. Following expiry of the deadline for options, TÜV AUSTRIA AKADEMIE GMBH is entitled to rent the rooms to a different client.

D.4: Guarantee of the participants/cancellation conditions:

If the client cancels rooms already booked, the written cancellation is free of charge up to 15 working days before the date of the event.

- In the event of a cancellation within 14 working days before the date of the event, 30 % of the contractually agreed services will be charged for.
- In the event of a cancellation within 10 working days before the date of the event, 60 % of the contractually agreed services will be charged for.
- In the event of a cancellation within 7 working days before the date of the event, 80 % of the contractually agreed services will be charged for.
- In the event of a cancellation within 3 working days before the date of the event, 100 % of the contractually agreed services will be charged for.

If an order for an event is placed fewer than 15 working days before the start of the event, the aforementioned cancellation conditions apply immediately upon conclusion of the contract.

For events where food and/or drinks are provided, 20 % of the contractually agreed number of participants can be reduced free of charge by seven working days before the start of the event at the latest. This information applies as guaranteed content of the contract and forms the basis of the minimum final account by TÜV AUSTRIA AKADEMIE GMBH. If more than 20 % of the participants cancel, the aforementioned cancellation conditions apply for the additional cancellations. In such a case, TÜV AUSTRIA AKADEMIE GMBH reserves the right to exchange the reserved rooms for other rooms.

D.5: Food and drink brought along by the client:

No food and drink to be consumed on the premises may be brought along without the written consent of TÜV AUSTRIA AKADEMIE GMBH. TÜV AUSTRIA AKADEMIE GMBH reserves the right to charge an appropriate fee for food and drink brought to the premises by the client.

D.6: Function rooms:

Reserved rooms are only at the disposal of the client during the time period agreed in writing. Any use of the rooms over and above this agreed time period requires the consent of TÜV AUSTRIA AKADEMIE GMBH, and is only granted for an additional fee. If, on the day of the event, the client desires a change to the seating arrangement agreed in writing, this service will be charged for according to expenditure of time. TÜV AUSTRIA AKADEMIE GMBH reserves the right to change rooms provided the client can be reasonably expected to

accept this change, taking into consideration the interests of TÜV AUSTRIA AKADEMIE GMBH.

D.7: Objects, transport packaging materials, decorations brought along by the client:

Any exhibits and other objects are to be removed at the end of the event. If the client does not comply with this rule, TÜV AUSTRIA AKADEMIE GMBH is entitled to remove such objects, store them at cost or, if necessary, return them at cost. Any transport packaging materials and all other packaging materials brought along by the client are to be disposed of by the client at their own expense. If such materials are left behind following the event, TÜV AUSTRIA AKADEMIE GMBH is entitled to have them disposed of at cost. In order to avoid damage to the walls, any application of decorations or other objects must be agreed with TÜV AUSTRIA AKADEMIE GMBH in advance. The client guarantees that decorations in particular comply with fire safety regulations. If additional cleaning of the rooms used by the client is required besides the normal final cleaning, the client is obliged to pay the associated costs.

D.8: Liability:

The client is personally liable for the correct and safe storage of objects and exhibits of any nature brought along by them. TÜV AUSTRIA AKADEMIE GMBH does not provide insurance cover for objects brought along by the client. The client is liable for loss and damage caused by themselves, their employees, other assistants and participants to the event.

D.9: External electrical equipment and systems:

If the client provides their own electrical systems or equipment, consent for such must be obtained from TÜV AUSTRIA AKADEMIE GMBH before connecting such to the power supply. The incurred power consumption will be charged according to the valid provision and work rates as charged to TÜV AUSTRIA AKADEMIE GMBH by the utilities company. TÜV AUSTRIA AKADEMIE GMBH is entitled to charge a flat rate for such consumption.

D.10: Official approvals:

It is the client's responsibility to ensure at their expense that any necessary approvals and permits for the event are available in good time. If they hold a music event, the client is responsible for registering with the AKM.

D. 11: Events after 5 p.m. on weekdays, and on Saturdays, Sundays and bank holidays:

An additional personnel surcharge for each required supervisor is payable for events which are held after 5 p.m. on weekdays, on Saturdays, Sundays or bank holidays.

D.12: Prices and terms of payment:

Unless otherwise agreed, all prices are expressed in euros and are subject to VAT. If the period between the conclusion of the contract and the hosting of the event exceeds 120 days, TÜV AUSTRIA AKADEMIE GMBH reserves the right to apply price

changes. The invoice is issued on the day following the event and is payable within two weeks without discount. Any services not used will not be deducted afterwards. If the client changes their postal address and the invoice cannot be delivered, this does not affect the due date for payment. The client is always obliged to disclose their current postal address.

D. 13: Arrears:

In the event of arrears, TÜV AUSTRIA AKADEMIE GMBH is entitled to charge interest on arrears amounting to 8 % p.a. above the basic interest rate of the Austrian National Bank and to charge a reminder fee of € 4.00 per reminder.

The client is further obliged to reimburse TÜV AUSTRIA AKADEMIE GMBH for the costs actually incurred by their arrears and to reimburse TÜV AUSTRIA AKADEMIE GMBH for the costs and expenses necessary for the appropriate legal action to retrieve such costs. Irrespective of the liability to reimburse TÜV AUSTRIA AKADEMIE GMBH for the costs of legal action, this includes in particular the out-of-court expenses, the reminder fees, the costs of a debt-collection agency (in accordance with the remuneration for debt-collection services explained in the regulation of the Federal Ministry of Economic Affairs, Federal Law Gazette 141/96, valorised according to § 4 para. 2 of this regulation), as well as the lawyers' fees provided they were useful and necessary.

D. 14: Use of the company name TÜV AUSTRIA AKADEMIE GMBH:

Any newspaper advertisements and publications regarding events of any kind being held in premises of TÜV AUSTRIA AKADEMIE GMBH require the prior consent of TÜV AUSTRIA AKADEMIE GMBH. If a newspaper advertisement is placed or an announcement published without obtaining prior consent, TÜV AUSTRIA AKADEMIE GMBH is entitled to cancel the event.

D.15: Cancellation by TÜV AUSTRIA AKADEMIE GMBH:

TÜV AUSTRIA AKADEMIE GMBH is entitled to immediately terminate the contractual relationship for just cause by sending a one-sided written explanation to the client. Just cause applies, for instance, if:

- the client violates essential provisions of the Terms and Conditions of Business;
 - the event endangers the smooth conduct of business;
 - the reputation and the safety of the company are endangered;
- and
- in the event of force majeure.

The client is not entitled to assert any claims for damage.

E: Terms in common:

E.1: Warranty, damages:

The warranty covers legally provided standards. Any defects shall be announced at delivery or at appearance, if possible. Claims of damage against the TÜV AUSTRIA AKADEMIE GMBH caused by slight negligence are excluded.

If a contractor demands damage compensation against the TÜV AUSTRIA AKADEMIE GMBH, he has the burden of proof the causation, unlawfulness and guiltiness. The transfer of any warranty and damage claims to third parties or similar is inadmissible.

E.2: Prohibition of compensation:

The offset with counterclaims against claims of the TÜV AUSTRIA AKADEMIE GMBH for the payment of participation fees and other costs is excluded.

E.3: Data protection:

Registration and ordering data are recorded electronically for the purpose of business processing and customer service. The data will be used and treated confidentially. They will not be sent to third parties outside the TÜV AUSTRIA group, except in case it is essential for process handling. In the case of legally mandatory disclosure of information the Principal or the affected person will be informed about the transfer of such information, unless it is prohibited by law. If further information from the TÜV AUSTRIA AKADEMIE GMBH is no longer wanted, it can be cancelled at anytime.

E.4: Copyright:

All data, graphics and other stuff in the legal copyright sense on the website of TÜV AUSTRIA AKADEMIE GMBH are protected by copyright law. They are provided exclusively for the personal information of our customers, use is at own risk. The reproduction, copying or the printing of the whole website is only permitted for the purpose of ordering from the TÜV AUSTRIA AKADEMIE GMBH. Any further editing, reproduction, distribution or public showing goes beyond the normal use and violates copyright law.

E.5: Severability clause:

The invalidity of one single stipulation does not result in the invalidity of the other stipulations. In case of the invalidity of a clause, the contracting parties agree that this clause will be replaced by another valid one that comes closest to its meaning. The general terms and conditions shall only apply to customers (within the meaning of KSchG) in so far as indispensable legal rules do not prevent this.

E.6: Applicable law, place of jurisdiction:

Austrian law is applicable under exclusion of its reference rules. The UN Convention on Contracts for the International Sale of Goods shall be excluded by mutual agreement. For all litigations the competent court in Vienna is agreed. These terms are not applicable to contracts with consumers.