Terms and Conditions

Terms and Conditions for Participation in Training Courses (TS 3.1)

§ 1. Definition of terms

(1) “Contractual Partner” within the meaning of these provisions is the company which is a registered customer of SupplyOn GmbH (hereinafter “SupplyOn”) and enrolls a participant for a training course.

(2) “Participant” is the natural person who is enrolled for participation in a training course.

§ 2. Enrollment or orders

(1) Enrollments for training courses will be considered in the order they are received. As a rule, enrollments can be made via Internet, by letter, fax, e-mail or telephone. For all training courses offered on SupplyOn.com, SupplyOn recommends enrolling via the web enrollment or order form. To ensure the quality of the training courses, the number of participants is generally limited to 10 participants.

(2) SupplyOn’s Terms and Conditions for Participation in Training Courses are acknowledged upon enrollment. The participants’ data is stored electronically for the purposes of contract performance.

§ 3. Confirmation

Upon confirmation by SupplyOn via e-mail, each enrollment shall become binding. The confirmation will be sent within a few days of enrollment or order.

§ 4. Cancellation

(1) If participation in a training course is cancelled up to 8 days before commencement of the training course, no further obligations shall arise from the enrolment; notably, no fees shall be charged. In respect of later cancellations up to one day before commencement of the training course, 50% of the training fees shall be charged. In the event of non-appearance or cancellation at the day of the training course, the entire training fee shall be due. This shall also apply if the Participant attends a later session of the same training course. Training fee in terms of this provision means the amount currently declared on SupplyOn.com in the training area.

(2) The Contractual Partner is entitled to name a substitute participant in writing instead of a

prevented Participant. No additional costs shall be charged in this respect.

(3) Cancellations must be made in writing.

§ 5. Training dates

The times and dates indicated in the confirmation of participation shall be binding.

§ 6. Training fees

The training fee plus statutory VAT shall be due 7 days prior to commencement of the training course. If a Participant is enrolled shortly before the training course, i.e. less than seven days before commencement of the training course the training fee shall immediately be due. If payment is not made until commencement of the training course at the latest, SupplyOn reserves the right not to admit the Participant to the training course. Any further-reaching claims of SupplyOn shall not be affected thereby.

§ 7. Reservation of right of rescission

(1) SupplyOn is entitled to cancel each training course until 5 working days before commencement of the training course at the latest if the minimum number of 4 Participants is not reached. If, within 5 working days before commencement of the training, any other conditions essential for the carrying out the training course change due to *force majeure* (notably illness or accident of the respective trainer/lecturer) or as a result of any other circumstances for which SupplyOn is not responsible, SupplyOn is entitled to cancel the session unless SupplyOn is able, with reasonable effort, to provide a substitute trainer/lecturer – to the extent the absence of the trainer/lecturer is concerned. In this event, the Contractual Partner is not entitled to an implementation of the training at the intended date.

(2) SupplyOn shall suggest a substitute date to the Contractual Partner. If SupplyOn is not able to offer a suitable substitute date, the Contractual Partner may rescind the agreement. Training fees already paid shall be reimbursed.

§ 8. Individual training courses

Upon request, SupplyOn also offers individual training courses at the premises of the Contractual Partner or at its trainings centres. In addition to the fee for a trainer's day, SupplyOn charges the additionally incurring travelling and hotel expenses as well as the trainer's out-of-pocket expenses for these training courses. This kind of training requires an individual contractual agreement. Training courses outside the SupplyOn training centres are conditional on the Contractual Partner providing a suitable room with the relevant equipment. SupplyOn can provide rooms and equipment against reimbursement of the costs incurred.

§ 9. Liability

The parties' liability shall be governed by § 7 of the General Terms and Conditions for SupplyOn

Services.

§ 10. Rights to training documents

SupplyOn reserves all rights in and to the training documents. Without SupplyOn's prior written consent, they may not be reproduced, processed using electronic systems, copied, distributed, translated, used for public reproduction and passed on to third parties in any manner, neither entirely nor in excerpt form; this shall also apply for the purposes of structuring own training courses by the Contractual Partner.

§11. Miscellaneous

The Terms and Conditions for Participation in Training Courses are binding in all their remaining parts even if individual provisions are legally invalid. Any changes and amendments require written form.

§ 12. Applicable law, place of jurisdiction

Agreements in respect of training courses shall be governed and construed in accordance with the laws of the Federal Republic of Germany excluding the United Nations Convention on the International Sale of Goods. Exclusive place of jurisdiction for all disputes arising from or in connection with agreements on training courses is Munich, District Court Munich I.