



Terms and Conditions for Trainings

§ 1 Scope of Contract

- 1.1 NORBERT HEINZ CONSULTING GmbH & Co. KG (hereinafter referred to as NHC) shall perform workshops and seminars at NHC's or at the customer's place of business.
- 1.2 If so requested by the customer, NHC shall perform customer specific training. Details shall be agreed on separately.

§ 2 Enrollment / Fees

- 2.1 The customer shall enroll in writing either by facsimile, e-mail or via the Internet. NHC shall confirm the enrollment in writing. In case of customer specific training the customer's order shall be deemed as the enrollment.
- 2.2 Unless otherwise agreed, all specified prices shall be per participant. V.A.T. shall be added to all prices. Fees shall be due without deductions on the date of the training, or within 30 days of the confirmation of enrollment by NHC, respectively. In case the customer has not paid the fee(s) in time, NHC may exclude the participant(s) from the training, or cancel the customer specific training, respectively.
- 2.3 Unless otherwise agreed, the customer shall remunerate NHC on the basis of costs incurred. Hourly rates, travel expenses and incidental expenses shall be paid in accordance with NHC's price list, unless otherwise agreed
- 2.4 Payments shall be due within 8 days after invoicing.
- 2.5 Duties, taxes and levies including V.A.T. – if applicable – shall be paid by the customer on all prices.

§ 3 Cancellation

- 3.1 NHC reserves the right to cancel training any time, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is in ill health.
- 3.2 Participants shall be notified immediately if an event cannot take place for reasons beyond the control of NHC (for example force majeure). If any fees have already been paid, naturally these shall be refunded. Further claims are excluded.
- 3.3 If NHC's customer need to withdraw from an event, NHC will gladly accept a replacement participant at any time before the event starts, at no additional cost. Cancellations are to be made in writing, with full details of the reason for the cancellation. Please note that withdrawals from an event are subject to the following administration fees:
 - 2 to 4 weeks before the event: 50% of agreed fee
 - Less than 2 weeks before the event: the total amount shall be due
- 3.4 NHC reserves the right to substitute the trainer. In this event the customer may not rescind the contract nor reduce the fees.

§ 4 Intellectual and/or Proprietary Rights

- 4.1 NHC reserves any rights on any documents of NHC which NHC hands over in connection with the training. The customer is neither entitled to copy them or work on them, nor to provide them to any third party.

§ 5 NHC's Liability

- 5.1 NHC – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only if NHC breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event NHC's liability shall be restricted to EUR 10,000.00 or the contract value, whichever amount is lower. The customer may claim for a higher maximum, but NHC may then require a surcharge for the aggravated risk. The restrictions shall not apply to the extent the damages are covered under NHC's business liability insurance provided the insurance company has paid. NHC agrees to maintain the coverage of this insurance as given at the time of the execution of the contract.

§ 6 Confidentiality Obligations

- 6.1 NHC shall keep the customer's trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by NHC under or in connection with this contract, designated in writing as confidential by the customer. However, NHC shall have no obligation with respect to any information which is (i) already in NHC's possession at the time of the execution of the contract, (ii) independently developed by NHC, or (iii) which is publicly known through no wrongful act of NHC.
- 6.2 Notwithstanding § 6.1, NHC is not obliged to keep confidential any of NHC's ideas, concepts, know-how or techniques related to the development of software.
- 6.3 NHC shall oblige its employees to adhere to the confidentiality obligations.
- 6.4 NHC may include the name of the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be agreed on in advance with the customer.

§ 7 Miscellaneous

- 7.1 The contract and its modifications require written form.
- 7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules. Exclusive venue shall be NHC's main place of business.