

General Terms and Conditions of Training of Fette Compacting GmbH

These conditions are the General Terms and Conditions of Training applicable to any attendance of a training event, further training event, seminar, course or conference or any other further training offer (hereinafter referred to as "Events") by Fette Compacting GmbH (hereinafter referred to as "Fette").

1. Scope and conclusion of agreement

a) Scope

Any agreement on the attendance of any Event organised by Fette shall be subject to these General Terms and Conditions of Training as a complement to the provisions set forth in Fette's application form www.fette-compacting.com (e.g., offer, printed leaflet, or online on ...).

b) Conclusion of agreement

No contract or agreement on the attendance of any Event organised by Fette shall be deemed to exist unless after a written confirmation of registration communicated by Fette to the customer (hereinafter referred to as the "Participant"). No modification and/or supplement to any such agreement shall be valid unless issued in writing; this shall also apply to any modification of such written form requirement.

c) Individual agreements

Any individual agreement made on a single-case basis shall take priority over these General Terms and Conditions of Training in every case. The Contents of any such agreement shall be governed by our written confirmation.

2. Prices, fees and terms of payment

Any prices or fees (including cancellation fees) which may be indicated in any brochure, offer, etc. shall be deemed each plus the statutory value-added tax.

Every invoice shall be due and payable within 10 business days after its receipt by the Participant. The invoiced amount shall be due net.

Fette shall be entitled to request reasonable advance payment before the beginning of any Event.

The retention of any payment or the offsetting of any claim shall be excluded unless such claim is undisputed by Fette, has been recognized by Fette, has been recognized by a declaratory judgment, or is ready for a decision in any proceedings pending at law.

3. Cancellation of Events

Fette shall be entitled to cancel any Event for insufficient demand (which should not be done later than one week prior to such Event) or for

reasons of force majeure (e.g., when a trainer falls ill). In such a case, Fette shall reimburse any training fees already paid. No further claim may be derived therefrom unless as otherwise determined from item 4 below. Fette will not reimburse any cancellation fee or re-booking fee for any means of transport or for any overnight expense which may have been booked by the Participant.

Fette would like to remind its customers that it is possible to book rates free of cancellation fees with carriers (DB German railways or airlines).

4. Liability

Unless a material obligation resulting from this contractual relationship is concerned, Fette shall not assume any liability neither for Fette itself nor for Fette's performing agents other than for loss or damage which is proven to be based on a wilful or grossly negligent breach of duty within the scope of this contractual relationship, and which still is a typical damage within a predictable scope. Fette shall also be liable in the event of any personal injury which is attributable to a negligent breach of duty committed by Fette, or to a wilful or negligent breach of duty committed by a legal representative of Fette or by a performing agent. No liability shall be assumed if force majeure causes any Event to be either postponed to a later Event start, or be cancelled completely. The same shall apply to any Event which is cancelled for insufficient demand.

In other respects, Fette shall not assume any liability whatsoever for any loss or damage caused by any incorrect and/or incomplete contents of any agreement and/or Event documentation unless Fette is to blame for any wilful or grossly negligent breach of duty, or unless a personal injury caused by any neglect of duty is concerned. Liability shall also be deemed to exist if Fette would be liable under the provisions set forth in the German Product Liability Act.

Any booking of any overnight stay, transport, etc. made on the express request of a Participant shall always be made on the behalf and on the account of such Participant.

The corresponding hotel's terms and conditions of cancellation shall apply where a Participant books any additional overnight stay or a double room in any hotel. If an Event is cancelled by a Participant, such Participant must also cancel his or her bookings by him or herself.

5. Modifications to the course of an Event

Fette shall reserve the right to make minor modifications to the program of any Event. Fette shall also reserve the right to appoint another trainer.

6. Rejection of registration

Fette shall be entitled to reject any registration for an Event immediately and without giving any reasons. The person registering shall also be informed without any delay if there is any overbooking.

7. Use of Event documentation

Both the written accompanying information and any Event documentation are protected by copyright, and may neither be reproduced nor be disclosed unless with the prior consent of Fette.

No Participant shall be allowed to reproduce any licensed information which may be handed out for training and information purposes. Such licensed

information shall be deemed to include, in particular, data-processing programs and/or any licensed stock of data (databases) in a machine readable form, including any documentation pertaining thereto.

8. Choice of law

These General Terms and Conditions of Training and any legal relationship between the contracting parties shall be subject to the law of the Federal Republic of Germany.

9. Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, Fette's place of business shall be the exclusive place of jurisdiction for any dispute which may arise either directly or indirectly out of or in relation with this agreement.