

General Terms and Conditions for the provision of further training services ("GTC") of mst group GmbH (hereinafter referred to as "mst")

<p>1. General, Scope of Application</p> <p>1.1 For the business relationship between mst and the contractual partner regarding the seminar offer of mst on the further education measure (hereinafter referred to as "Seminar"), only the GTC in the version valid at the time of the conclusion of the contract shall apply. Deviating conditions of the contractual partner will not be accepted unless mst expressly agrees to them in writing.</p> <p>1.2 These GTC shall only apply to entrepreneurs as well as legal entities under public law and special funds under public law within the meaning of Sec. 310 para. 1 of the German Civil Code (<i>Bürgerliches Gesetzbuch</i>, "BGB").</p> <p>1.3 Changes and amendments to any agreements, including this written form clause, must be made in writing, i.e. in text form (e.g. letter, e-mail, fax) in order to be effective. Legal formal requirements remain unaffected.</p> <p>2. Conclusion of Contract</p> <p>2.1 All Seminar offers from mst are subject to change. Assurances of any kind and other services are only binding if they are confirmed in writing by mst.</p> <p>2.2 The contract is only concluded once mst has confirmed the booking request regarding a Seminar in which the contractual partner's employee (hereinafter referred to as "Participant") wishes to participate to the contractual partner in writing. mst is entitled to refuse registration for a Seminar without stating reasons.</p> <p>3. Seminar Offer, Content, Appropriate Use, Reservation of Right to Change, Cancellation of a Seminar</p> <p>3.1 The content of the Seminar offer, the prerequisites for participation, the objectives and the possibilities for preparation are set out in the Seminar description and are directed exclusively at the Participants as end customers.</p> <p>3.2 Any documents supporting the lectures, any teaching materials, media and physical/virtual lectures, regardless of the form of presentation (presence Seminar incl. print-out of contents, audio-visual online Seminar with download options, provision of data carriers, etc.) benefit from copyright protection, as do the associated software programs, to which all rights are expressly reserved (hereinafter "Licensed Material"). If download links are made available, they may not be passed on to any third parties. No rights to the Licensed Material are transferred upon conclusion of the agreement. Any Licensed Material provided therefore remains the property of mst. Without the prior written consent of mst, any form of storage, reproduction of the Licensed Material, making it available to third parties and the like, whether in whole or in part, is strictly prohibited. It must be ensured that any Licensed Material provided is to be kept secret and that third parties are not given access to the Licensed Material.</p> <p>3.3 mst reserves the right to change individual lectures or parts of a Seminar in terms of organization, method or content in the run-up to a Seminar or during the Seminar, as long as</p> <p>a) this is necessary in order to comply with legal or regulatory requirements, or</p>	<p>b) this does not involve a significant change of the concept and this is reasonable for the contractual partner.</p> <p>3.4 mst is entitled to cancel a Seminar in whole or in part for justified reasons. A justified reason on the part of mst exists if the required minimum number of participants for a Seminar has not been reached or other economic or organizational reasons require this, even if the speaker is suddenly ill; in this case – unless a sudden illness of the speaker occurs – the cancellation should take place four (4) weeks before the beginning of the Seminar, otherwise immediately after gaining knowledge of the justified reason.</p> <p>3.5 mst will refund the Seminar fees paid in the case of cancellation according to Sec. 3.4 of the GTC; no further claims can be derived from this, unless otherwise stated in Sec. 8 of the GTC. mst will not refund any cancellation or rebooking fees for booked means of transport and accommodation costs. mst points out that it is possible to book cancellation-free business rates with transport companies (e.g. German Railways).</p> <p>4. Prices, Terms of Payment, Maturity, Default</p> <p>4.1 All prices and fees (including cancellation fees) are net prices. In addition, the statutory value added tax as valid on the date of the invoice shall be due.</p> <p>4.2 The invoice will be issued after participation in the Seminar or cancellation by the contractual partner within the cancellation period. For Seminars which are held in several parts, mst is entitled to invoice after each individual date.</p> <p>4.3 Invoices are due for payment upon receipt. If the contractual partner does not pay, it will automatically be in default two (2) weeks after the due date and receipt of the invoice without the need for a reminder. The timeliness of payments is determined by the receipt of the amount by mst or the crediting of the account of mst.</p> <p>4.4 Unless otherwise agreed, the prices include the provision of the Licensed Material required for participation in the Seminar and, if applicable, the provision of any necessary technical equipment.</p> <p>4.5 Unless otherwise agreed, the prices do not include any travel, transfer and/or overnight costs, costs for meals, drinks and other additional services.</p> <p>4.6 All costs for overnight accommodation and other items will be invoiced directly by the hotel to the contractual partner. mst shall only make the reservation with the hotel, without becoming a contractual partner itself. Therefore, mst shall be entitled to transmit the personal data of the participant to the hotel for a specific purpose. The contractual partner is obliged, if he passes on the Participants' data to mst, to comply with any data protection obligations towards the Participant (e.g. to obtain a corresponding consent from the Participant).</p> <p>4.7 If the contractual partner is in default of timely payment, mst shall be entitled to charge default interest at a rate of 9 percentage points above the respective base interest rate of the European Central Bank. mst is free to prove a higher damage caused by delay in individual cases.</p> <p>5. Obligation to cooperate, Compliance with Operating Instructions</p>
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<p>5.1 The contractual partner or Participant are obliged to cooperate to the best of their ability in providing the services owed by mst.</p> <p>5.2 In the event of malfunctions, there is the obligation of the contractual partner or Participant in light of Sec. 5.1 e.g. to cooperate in the elimination of such malfunctions. If there is cause for this, any complaints must be reported to mst immediately in order to eliminate the reason for the complaint.</p> <p>5.3 In the case of hardware and/or software provided to the contractual partner for the use during the Seminar, the contractual partner must observe the instruction for use.</p> <p>6. Cancellation of the Seminar, Rebooking</p> <p>6.1 Cancellation of the Seminar is possible at any time. The following cancellation conditions apply:</p> <p>a) Cancellations received by mst in writing up to 30 calendar days before the start of the Seminar are free of charge.</p> <p>b) Cancellations received by mst in writing between 29 and 15 calendar days prior to the start of the Seminar are subject to a cancellation fee of 50% of the Seminar fees.</p> <p>c) Cancellations received by mst in writing between 14 calendar days prior to the start of the Seminar and the day of the Seminar are subject to a cancellation fee of 100% of the Seminar fee.</p> <p>6.2 In order to meet the deadline, cancellations must be received by mst in writing by post, e-mail or fax.</p> <p>6.3 A replacement Participant, who must meet the requirements for participation, can be named once free of charge until the beginning of the Seminar.</p> <p>6.4 For Seminars that are held in several parts, the cancellation fee is due for the total price, for cancellations after the start of the Seminar for the outstanding balance.</p> <p>7. Cancellation of the hotel</p> <p>Cancellation by the contractual partner must in any case be made to the respective hotel and not to mst. mst will not forward a cancellation to the hotel. It is therefore clarified that any cancellation fees etc. are therefore not to be borne by mst.</p> <p>8. Liability, Force Majeure</p> <p>8.1 mst is liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence. As far as mst has not caused the breach of contract intentionally, the liability for damages in these cases is limited to the foreseeable, typically occurring damage.</p> <p>8.2 mst is further liable according to the statutory provisions if mst culpably violated an essential contractual obligation (cardinal obligation). In this case the liability for damages is also limited to the foreseeable, typically occurring damage.</p> <p>8.3 Insofar as the contractual partner is entitled to compensation for damages instead of performance, the liability of mst is also limited to compensation for foreseeable, typically occurring damage.</p> <p>8.4 Liability for culpable injury to life, body or health shall remain unlimited. This also applies to the mandatory liability under the German Product Liability Act (<i>Produkthaftungsgesetz</i>).</p> <p>8.5 Insofar as the liability of mst is excluded or limited, this also applies accordingly to the personal liability of the organs, employees or vicarious agents of mst.</p>	<p>8.6 Should the conduct of a Seminar only be possible at a later date or in another form (e.g. instead of a face-to-face Seminar only online Seminar) or lead to a complete cancellation due to force majeure (non-availability of the service), mst shall not be liable for this. Events of force majeure are understood by the parties to be operational disruptions at mst or its (cooperation) partners (such as suppliers, service providers), official orders, publication, war, blockade, insurrection, strikes, lockouts, currency devaluation, epidemics, pandemics and similar, comparable circumstances. mst will inform the contractual partner immediately after becoming aware of such.</p> <p>8.7 Furthermore, mst is not liable for the correctness, completeness and topicality of the content of the Licensed Material and other publications. In particular, these do not replace – as far as applicable – e.g. legal, tax or other advice from corresponding professionals. For any consequential damages based on possible incorrect and/or incomplete contents, mst assumes no liability.</p> <p>8.8 Unless otherwise stipulated above, any liability of mst is excluded.</p> <p>9. Set-off, Right of Retention, Assignment</p> <p>9.1 The contractual partner shall only be entitled to offsetting if his counterclaims have been legally established, are undisputed or have been acknowledged by mst.</p> <p>9.2 The same applies to the right of retention and the right to refuse performance in accordance with Secs. 320, 273 BGB. The contractual partner may only exercise such rights if they originate from the same contractual relationship. In an ongoing business relationship, each individual booking shall be considered a separate contractual relationship.</p> <p>9.3 The contractual partner is not entitled to assign its claims against mst from this contract. This does not apply insofar as Sec. 354a of the German Commercial Code (<i>Handelsgesetzbuch</i>, “HGB”) is applicable.</p> <p>9.4 mst is entitled to assign claims against the contractual partner to third parties without the need for approval by the contractual partner.</p> <p>10. Data Privacy</p> <p>Reference is made to the data protection regulations of mst, which are provided with the contract.</p> <p>11. Consequence of Invalidity, Place of Jurisdiction, Applicable Law</p> <p>11.1 Should individual provisions of these GTCs not have become part of the contract in whole or in part or are ineffective, the remaining contract shall remain effective. The invalid or missing provision shall be replaced by a legally valid provision as agreed upon, as the parties would have agreed upon in accordance with the economic purpose pursued by them with the agreement if they had considered the point.</p> <p>11.2 Place of jurisdiction is Munich.</p> <p>11.3 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.</p>
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