

// General Terms and Conditions for Trainings Conducted by FNT GmbH

1. Scope of Application of the GTC / Severability Clause / Electronic Commerce

1.1.

The following terms and conditions („GTC“) shall apply to all - including future - contracts regarding the participation in trainings conducted online, on-site at the customer's premises, or in-house at FNT (hereinafter referred to as „training/s“) initiated and / or concluded between FNT and a company within the meaning of § 14 BGB (German Civil Code) (hereinafter „customer“).

The general terms and conditions of the customer are objected to. FNT conducts trainings subject to the validity of the present GTC only.

1.2.

Should a provision of the present GTC be or become ineffective or inexecutable, then this shall not affect the validity of the remaining GTC.

§ 312i (1) paragraph 1, 2 and 3 BGB, which impose additional obligations upon FNT regarding contracts in electronic commerce, shall be excluded.

2. Registration and Acknowledgement of Registration

Registrations must be made in text form. The customer shall be bound to this registration for 21 days. FNT shall acknowledge the customer's participation in the training as soon as possible or refuse it if there are no vacancies.

3. Cancellations

3.1. Cancellation by participant

If a training event is conducted exclusively for one customer (on-site at the customer's premises or in-house at FNT), and

- if the training date agreed upon is canceled by the customer up to 28 days before the beginning of the training, then the customer shall pay, against the provision of receipts, only the cost already incurred that cannot be cancelled, for example, for room rental or travel expenses, provided that the customer and FNT agree on a new training date within the next 6 months after the canceled date. If this does not happen, then FNT shall have the right to withdraw from the training contract and claim as damage a lump sum of 20% of the training fees, including ancillary costs;
- if the training date agreed upon is canceled by the customer up to 27 days or less before the beginning of the training, then the customer shall pay, against the provision of receipts, only the cost already incurred that cannot be cancelled, for example, for room rental or travel expenses, provided that the customer and FNT agree on a new training date within the next 6 months after the canceled date. If this does not happen, then FNT shall have the right to withdraw from the training contract and claim as damage a lump sum of 90% of the training fees, including ancillary costs;

If a training event is conducted for several customers (on-site at the customer's premises or in-house at FNT), then the customer can

- withdraw from the training contract free of charge up to 28 days before the beginning of the training;
- withdraw from the training contract 27 or 14 days before the beginning of the training. However, the customer shall then be obliged to pay 50% of the training fee as lump sum damage compensation to FNT;
- withdraw from the training contract 13 days or less before the beginning of the training. However, the customer shall then be obliged to pay 100% of the training fee as lump sum damage compensation to FNT;

3.2.

FNT shall be entitled to cancel a training event in text form until at most 10 calendar days before commencement. FNT shall offer the customer an alternative event. The customer shall not be entitled to any further claims.

4. Prices / Terms of Payment

4.1.

The prices of the respective price list valid at the registration date for online, on-site or in-house training shall apply.

Prices for in-house training events at FNT shall include the use of the technical facilities and systems, as well as soft drinks and lunch. Travel, accommodation and other subsistence costs of the participants shall be borne by the customer.

In the case of on-site training events at the customer's premises, the customer shall provide the room facilities and meals for the participants and the trainer at the customer's expense. FNT shall be reimbursed by the customer for the travel expenses incurred for the trainer at cost.

4.2.

After commencement of the training, FNT shall issue an invoice which is due immediately without deduction.

5. Training location

If no on-line or on-site training at the customer's premises has been arranged, then the training event shall take place in the rooms of FNT.

6. Liability

6.1.

Liability by FNT for damage caused by simple negligence shall be excluded, unless damage to life, limb or health or the breach of essential contractual obligations is at issue.

6.2.

In the event of simple negligence, FNT shall be liable for breach of essential contractual obligations limited to the damage foreseeable at the time of conclusion of the contract, up to a maximum of € 1,000,000.

6.3.

Liability under the Product Liability Act shall remain unaffected.

6.4.

In all other cases, FNT's liability shall be unlimited unless a maximum liability is stipulated by law.

7. Data Protection

Upon the conclusion of a training contract, FNT shall process the following personal data:

name, address, e-mail address and telephone number of the customer,

name, e-mail address and telephone number of the authorized representing bodies of the customer and the employees sent by the customer for training.

FNT shall process this data to the extent necessary for the implementation of the training contract, including obtaining bank and credit report information for a credit check of the customer, issuing an invoice and carrying out dunning and collection measures. The data shall be deleted automatically when the tax retention periods applicable to that data have expired.

8. Set-Off, Right of Retention

The customer shall only be entitled to offset or assert a right of retention where a claim is undisputed or has been legally established.

9. Applicable Law, Jurisdiction

The legal relationships between the customer and FNT shall be subject to German Law while excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for any disputes between the parties arising from or on the occasion of a training event shall be Ellwangen (Jagst), unless a different place of jurisdiction is necessarily prescribed by law.