

These Standard Terms and Conditions for Training Courses and Seminars

are binding upon all companies of the
Richard Bergner Group – RIBE
as of May 2013



1. Conclusion of Agreement

The seminar can be booked in writing (by fax, e-mail or letter). The dates for the training courses are indicated in our offer.

On receipt of your booking you will receive a written confirmation of your application from RIBE.

The number of trainees is limited both for instructive reasons and for lack of available space. Applications will be considered in the order of their receipt.

2. Cancellation

The customer shall have the right to cancel the seminar booking. The cancellation shall be made by the customer in writing.

If the grounds for the cancellation are received by RIBE at least four weeks before the beginning of the training course, there shall be no charge. If the cancellation is received by RIBE less than four, but at least two weeks before the beginning of the training course, a cancellation fee at the rate of 50% of the course fee shall be charged. If the cancellation is made in any other way, the full amount of the course fee shall be charged.

The customer shall also have the right to nominate a substitute, provided that the latter meets the admission requirements. In this case no cancellation fee shall be charged.

Any existing statutory right of revocation on the part of the customer shall remain unaffected by the above-mentioned arrangements.

3. Price, Services, Terms of Payment

Included in the cost of the seminar are all services described in the offer or in the order confirmation.

Prices are valid in euro (€). Turnover tax (value-added tax) is not included in the prices. It will be charged in accordance with the statutory provisions in force at the respective applicable rate. We reserve the right to charge the prices which are applicable when the service is provided.

The seminar fee shall be due after the invoice is issued.

Subsistence, accommodation and travel expenses are not included in the seminar fee.

In the case of reminders, a reminder and processing fee shall be charged in the amount of 5 euro per reminder. In the case of delayed payment, interest shall be charged at the rate of 4% above the respective base interest rate.

4. Cancellation by RIBE

RIBE reserves the right of shifting target or cancelling dates for organizational reasons.

RIBE shall have the right to terminate this Agreement in particular if the creditworthiness check carried out by RIBE should have a negative result; if the training course must be

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cancelled due to illness of the tutor; if the tutor is unable to attend the course for technical reasons or any other reasons, for which RIBE cannot be held responsible.

Before exercising its right of cancellation, RIBE shall try to entrust a suitable replacement with running the training course or to postpone it to an alternative date, should there be a possibility to do so, and if the customer should agree to this. RIBE shall forthwith notify the customer of any such changes.

In the case of a cancellation by RIBE, the customer shall be refunded any payment made in advance for the training course which is not going to take place. There shall not be any other claims or rights on the part of the customer as a result of the cancellation by RIBE.

If a minimum number of participants should be required for an event scheduled by RIBE, the customer shall be notified at the latest when the order is confirmed.

5. RIBE's Liability

In the case of a training course which is cancelled or a date which has been postponed, RIBE shall

not be liable for any travel expenses and accommodation costs incurred as well as any expenses due to loss of working hours. RIBE shall not be liable for indirect damage, particularly for loss of expected profit or third-party claims. This shall not apply in cases of intent or gross negligence on RIBE's part.

The liability of RIBE, its statutory representatives and vicarious agents shall be limited to intent and gross negligence.

For damage resulting from injury to life, body or health, RIBE shall also be fully liable for its statutory representatives and managerial staff in the case of intent and negligence. RIBE shall be liable to the customer only for such damage that can reasonably be expected to occur.

RIBE shall also be liable for slight negligence if an obligation is not met, the fulfilment of which is of particular importance in achieving the purpose of this Agreement (fundamental duty).

There shall be no liability for any objects brought to the training course.

6. Data protection

RIBE shall use the data obtained from you for carrying out its business activities and for sending to you offers for similar services by mail or e-mail. You may object or withdraw your consent to the use of your data at any time by mail or e-mail at info@ribe.de without giving reasons to RIBE – Richard Bergner Holding GmbH & Co. KG, Bahnhofstraße 8-16, 91126 Schwabach, Germany.

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7. Special provisions

Our services shall include

- running the training course,
- providing the necessary training material,
- issuing a certificate as a written confirmation for having attended the training course, provided the respective requirements are fulfilled

RIBE regards its training courses as services, and shall, therefore, not be held liable for a specific event or an actual success.

RIBE shall reserve the right to adjust the content of the training course to the current state of the art without prior notice. In individual cases, this may result in deviations from the descriptions of the training course. RIBE shall also reserve the right in respect of any minor deviations in terms of content.

RIBE shall run the respective booked training courses in the training centres provided by RIBE. If requested by the customer, RIBE shall run the training course on the customer's own premises or on rented premises. In this case, deviations from these Terms and Conditions may be agreed upon.

8. Proprietary right

The customer may not copy, reproduce or translate – not even in excerpts – the documentation and training material entrusted to him. The customer shall also not be entitled to pass on, use or disseminate the content of this material.

If the result of the services provided by RIBE should be capable of being protected separately, for instance, as a patent, design patent or a proprietary right, RIBE shall have the exclusive right to do so.

9. Safety provisions

The seminar participants shall be obliged to observe the safety and accident prevention regulations in force on RIBE's company premises as well as any regulations which are in force on these premises, particularly the access regulations.

10. Venue / Miscellaneous

The exclusive place of jurisdiction for any disputes arising out of or in connection with this Agreement shall be the Nürnberg-Fürth District Court.

Unless otherwise agreed in writing, the law of the Federal Republic of Germany shall exclusively apply to any disputes arising between the parties to this Agreement.

Any oral ancillary agreements shall be confirmed in writing for the purpose of obtaining legal force.