



General Terms and Conditions of Business for Training Courses by avodaq AG

Status: Oktober 2004

§ 1. Registration

1.1 Please register for courses in writing to:

avodaq AG
Elsenheimerstr. 45
80687 München
Germany
E-Mail: training@avodaq.com
Fax: +49.89.55 29 37 42

Or us online registration at
www.avodaq.com.

1.2 At least 14 calendar days before the start of the course you will receive written notification of the course booked, together with detailed relevant information (course location, date, times).

§ 2. Fees

All fees shall be quoted exclusive of value added tax or any other taxes applicable in the country in which the service is being provided.

In all cases the price list valid at the time of booking shall apply, as published on our website at www.avodaq-catchup.com. The training prices for courses held on our premises shall include use of the training systems, drinks during the course and/or lunch, and also the accompanying course documents.

§ 3. Cancellation

3.1 Notices of cancellation must be sent to us in written form or by electronic means.

3.2 No cancellation charges shall apply if notice of cancellation is received up to 14 calendar days before the start of the course. A cancellation charge amounting to 50% of the course fees shall apply if we receive notice of cancellation up to 7 calendar days before the start of the course. After that, we shall invoice the full amount, less any expenses saved. You may of course also nominate another participant instead of cancelling.

3.3 If we cancel the course as a result of force majeure or any other unforeseeable circumstances (e.g. accident, illness on the part of the course leader), then avodaq AG's liability for course participants who have already travelled to attend the course shall be limited to reimbursement of the course fees. No liability shall be assumed for travel and hotel costs unless corresponding proof is provided and they do not exceed an amount of EUR 50.00 per day and per participant.

3.4 If a participant does not attend on the scheduled date due to illness, then a new date for a seminar on an equivalent subject shall be agreed on presentation of a medical certificate. No cancellation charge shall apply in such case.

3.5 If there is an insufficient number of confirmed registrations we reserve the right to cancel the course at the latest up to 7 calendar days before the start of the course. In such a case cancellation shall give entitlement to an alternative date or reimbursement of the course fee.

§ 4. Payment terms

All prices are quoted exclusive of the statutory rate of value added tax and shall be payable immediately and without deductions once the invoice is issued. Participants may not attend a course without providing proof of payment.

§ 5. Copyright

We reserve all rights, including those relating to the translation, the reprinting and duplication of the training documents or parts thereof. Without our prior written consent, no part of the training documents may be reproduced in any form (photocopy, microfilm or any other process) even for educational purposes, nor may it, through the use of electronic systems in particular, be processed, duplicated, distributed or used for public playback/repetition.

§ 6. Liability

Irrespective of the legal basis, claims against avodaq AG or its vicarious agents, including in particular claims for compensation in respect of direct damage such as operational breakdowns or failures, lost earnings or profits, loss of data etc. shall be limited to intent and gross negligence. The restriction shall not apply to death or injury to body or health. avodaq AG shall not assume any liability for items brought in by the client during a training course.

§ 7. Data protection

The client agrees to his data being processed, provided such processing is in accordance with the purpose of the legal relationship.

§ 8. Place of jurisdiction and concluding provisions

8.1 The customer shall authorise avodaq AG to name him as a reference, provided that the provisions on confidentiality are complied with.

8.2 avodaq AG shall be entitled to arrange for the contract to be executed either in whole or in part by third parties, provided the client does not issue an express objection that includes important reasons for such objection.

8.3 Any assignment of rights and claims under the contract shall require the prior written agreement of the other contracting party.

8.4 Any amendments and additions to the contract shall require written form, as shall any renunciation of written form itself. The requirement for written form shall only be deemed to have been complied with if amendments or additions to the present contract are designated as such, recorded in writing and signed by the two parties in a legally binding manner.

8.5 The place of jurisdiction for all disputes arising under the contractual relationship shall be the registered office of avodaq AG, if the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law. avodaq AG shall also be entitled to bring an action at the courts having jurisdiction for the customer.

8.6 If individual provisions in the present Terms and Conditions of Business are or become invalid either in whole or in part, this shall not affect the validity of the remaining provisions. In such case the contracting parties shall be obliged to interpret and structure the provisions in such a way that the economic aim of the void or legally invalid parts is achieved as far as possible.

These Terms and Conditions of Business shall be governed by the laws of the Federal Republic of Germany.