

Terms & Conditions for Training Courses

Status: January 2010

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§ 1 Courses and Registration

The registration for a training course offered by Bachmann electronic GmbH ("Bachmann") may be arranged in writing by fax, e-mail or online at www.bachmann.info. On this website, all training courses currently offered by Bachmann as well as the requirements for participants for each course can be found. In addition, Bachmann may be contacted for individual trainings ("workshops").

The number of participants per course is limited. Therefore, registrations are taken in sequence, depending on their arrival. After the arrival of the registration and subject to availability, Bachmann will confirm in writing the participation. The registration will be legally binding upon sending of the confirmation letter. By registering the present Terms and Conditions are accepted as binding. If, 10 workdays before the start of the event, there is an insufficient number of registrations for a course, Bachmann shall be entitled to cancel the course.

Registration/notice periods:

- Registration for trainings as published on Bachmann's calendar should be received at least **10 workdays** before the event.
- Workshops for which Bachmann's instructor does not need to travel to the intended location by airplane should be requested at least **3 weeks** before the event.
- Workshops for which Bachmann's instructor needs to travel to the intended location by airplane should be requested at least **5 weeks** before the event.

Bachmann reserves the right to change the course program partially or entirely, to change the contents of a specific course offered or also to generally discontinue the holding of courses without prior notice.

§ 2 Fees and Terms of Payment

Course fees apply as valid at the time of registration; these fees are per person and excluding value added tax. An invoice will be sent to the course participant after the course has finished. The fee is due immediately after receipt of the invoice with no discounts.

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§ 3

Cancellation of Participation and Rebooking

Cancellations of confirmed participations can only be accepted in writing. Should the registered participant be unavailable, it is possible to designate a replacement; Bachmann should be notified of such a replacement. The replacement participant should fulfill the requirements for participants.

In the case of a cancellation, the following fees will be charged:

- up to 10 workdays before the event begins: no charge
- up to 7 workdays before the event begins: 50% of the course fee
- less than 7 workdays or non-attendance: total course fee

§ 4

Change of Procedure and Course Cancellation

Under special circumstances, such as the illness of an instructor or other unavailability, Bachmann reserves the right to change the place or time of the course, change the instructor or cancel the event. Damage claims in this regard are excluded.

§ 5

Scope of Service

Each course includes the following:

- participation in the course;
- course and work documentation;
- lunch and drinks.

Not included in the course fee are travel to and from the venue, accommodation and catering of the participant beyond lunch. Participants requiring accommodation may contact Bachman, who will help with the booking of a hotel. Participants shall pay their hotel bills directly with the hotel.

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Status: January 2010

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§ 6 Liability

The contents of the courses have been carefully selected and are up to date at the time the course commences. Bachmann and/or its employees are not liable for any damages arising from the use of the contents of the course.

Courses and training regarding "Safety":

These courses provide an introduction to the area of safety technology in mechanical engineering, with an emphasis on goods and services offered by Bachmann in this area. They are general in nature only and by no means can replace professional mechanical and/or safety advice for a particular case.

§ 7 Copyright

The copyright for all course materials and other documentation is owned by Bachmann. Course materials and other documentation may not be reproduced, distributed and/or otherwise dealt with (e.g. through translation, microfilming, storage and processing in electronic systems). Any such use, even partially, is forbidden without the express written permission of Bachmann and offenders may be prosecuted.

§ 8 Training Organization

The terms "course" and "training" are used here synonymously. This teaching structure includes theory and practical work; the teaching is done through lectures, individual or group work as well as exercises. Interaction and discussion between participants are encouraged. The topics are partially flexible to suit the needs of the participants.

"Workshops" are training courses tailored to the specific needs of participants. The intensive gaining of knowledge and practical work in specific areas are the main focus. Bachmann experts will particularly make their knowledge available.

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§ 9

Dispute Resolution and Applicable Law

For all disputes arising from or in connection with the participation contract, in particular the present Terms and Conditions, the courts of Feldkirch, Austria have exclusive jurisdiction. Austrian law (excluding its conflict of law rules as well as the UN Convention on the International Sale of Goods) applies.

§ 10

Invalid Provisions

Should individual provisions of these terms and conditions be or become invalid or ineffective, the other terms shall not be affected by this and remain effective. By no means shall the invalid or ineffective provision(s) be replaced by one of the provisions contained in the contractual partner's terms and conditions; these shall not apply. The invalid or ineffective provision shall be deemed replaced by a provision that approximates as much as possible the economic and legal purpose of the invalid or ineffective provision.