

## **I. Scope of application, Definition of terms**

1. BCD-Sintrag AG (hereinafter known as BCD) seminars shall only be conducted on the basis of the following terms and conditions of business for seminars.
2. These terms and conditions of business shall apply for seminars conducted by BCD. If the seminars also entail the supply of products or the provision of licences, BCD's General Terms and Conditions of Business shall apply for these elements of the contract.
3. These terms and conditions of business alone shall apply to businesses, legal entities established under public law or public law special funds.
4. Amendments or supplements must be made in writing when the contract is signed. In particular the amendment of the requirement for written form must be made in writing.
5. BCD shall not recognise the Customer's terms and conditions of business if they are contrary to or differ from BCD's general terms and conditions of business, unless BCD has expressly agreed to them in writing. BCD's General Terms and Conditions for Business Seminars (hereinafter known as T&Cs Seminars) shall also apply in those cases in which BCD renders the performance for the Customer without expressing any reservations in the knowledge that the Customer's terms and conditions of business are contrary to, or differ from, his own.

## **II. Conclusion of the contract, Confirmation of seminars, Minimum number of participants**

1. BCD's offers shall be subject to change without notice and not binding, unless the offer has been designated in writing as being binding. A legal commitment will only materialise if a contract has been signed by both Parties or if BCD can confirm an order in writing, or otherwise by BCD beginning to render the performance in accordance with the contract or by the Customer taking delivery of the goods supplied.
2. The seminar registrations shall be processed in the sequence of their receipt. The application shall be bound to honour his application for a period of 14 days from receipt of his application.
3. BCD's order confirmation shall always be subject to the reservation that the minimum participant number envisaged in the description of the training is achieved. If the description of the training does not include a minimum number of participants, the minimum number of participants shall be three.

## **III. Rebooking and Cancellation of seminars by the Customer and Withdrawal of the training session due to insufficient numbers of participants.**

1. BCD shall endeavour to take rebooking into account and to make it possible, provided that the request for rebooking is received by BCD at least three working days prior to the seminar. The applicant shall not be entitled to have a rebooking.
2. Applicants may cancel seminars up to 21 days prior to the beginning of the seminar in writing free of charge. The first day of the seminar and the day on which the cancellation is received shall not be included in the 21-day period. If a cancellation is made late, BCD shall conduct a review to see if it is possible to reduce the seminar costs. The applicant shall not be entitled to have the seminar costs reduced.
3. The training contract shall be subject to the suspensory condition that the minimum number of participants is achieved. If the minimum number of participants for the training is not achieved, the seminars will not be held (cf. also II. No 3 T&Cs Training). BCD shall have to notify the Customer that the training will not be taking place and that the training contract will be rescinded no later than three working days prior to the scheduled beginning of the training. Training fees already paid shall be credited and refunded by BCD without undue delay.

#### **IV. The Manufacturer's contractual terms shall also apply as a supplement to these T&Cs**

1. The Manufacturer's contractual terms and terms of use shall apply accordingly in addition to BCD's contractual terms and conditions. These have extensive terms of use (also known as including licensing terms and conditions, general terms and conditions of business or similar) associated with its copyright for the products. The Customer shall undertake to take these terms of use into account not only in his relationship with BCD and the Manufacturer. As a rule these terms and conditions shall be passed over to the Customer together with the product. At the Customer's request the respective terms of use of the Manufacturer shall be provided by BCD.
2. If the terms contradict the terms and conditions of BCD, the terms and conditions of BCD shall prevail over the Manufacturer's terms.
3. The Customer shall take the Manufacturer's copyrights and patent rights into account and shall refrain from every act which could affect these rights adversely.

#### **V. The Customer's duties to co-operate when training is conducted at his premises**

1. If training is conducted at the Customer's premises, the Customer shall provide the hardware and software set-up required for the training as well as a suitable room for the training course.
2. In so far as the necessary requirements are not shown in the training specification, the Customer shall be responsible for making enquiries with BCD about the requirements required for the training.

#### **VI. Prices and Terms and Conditions of Payment**

1. In the absence of any other agreement, BCD's price list and list of terms and conditions in force at that time shall apply. They may be read at [www.bcd-sintrag.ch](http://www.bcd-sintrag.ch). Unless stated otherwise, the prices stated are net prices to which the rate of value added tax in force at that time must be added.
2. The training fees are for each course participant.
3. BCD is entitled to invoice the training fees in advance prior to the training course. The training fees shall be payable in full straight away upon receipt of invoice.
4. If the invoiced training fees have not been credited to BCD's bank account before the training course begins, BCD shall be entitled to withhold its training services.
5. Provided that the training is to be conducted at the Customer's premises, travelling expenses will also have to be paid by the Customer. The travelling expenses consist of the fares and overnight expenses. Overnight expenses shall have to be paid by the Customer if, given the hours worked at the Customer's premises and the distance to BCD's headquarters, it is unreasonable to expect BCD's employees to travel to and from the Customer's premises on days on which training takes place. In so far as the lump sums charged are not shown in the contract or in BCD's general price list, normal costs shall be paid by the Customer, no less however than the sums recognised for taxation purposes.
6. The Customer may only offset claims or exercise a right of retention if such claims are not contested by BCD or if such claims have been adjudicated. The Customer may only assign his claims under this contract with the prior written consent of BCD. The Customer shall only

be entitled to a right of retention or to raise the objection of the contract not being fulfilled within this contractual relationship.

7. BCD is entitled, in spite of the Customer having terms and conditions of payment stating otherwise, to initially count payments towards his older debts. If costs and interest have been incurred as a result of default in payment, the payment shall first of all be counted towards such costs, then interest and finally against the main performances.
8. The terms and conditions of payment granted apply with regard to the credit limits granted by BCD for each individual contract. If the credit limit set in a specific instance is exceeded, BCD shall reserve the right to call in the rest of the contract price as cash in advance. In the event of a subsequent change in the Customer's credit rating BCD shall be entitled to demand payment concurrently with delivery or the furnishing of appropriate securities and to withdraw from the contract in the event of non-fulfilment.

## **VII. Copyrights to the Training Documents**

BCD shall reserve all rights, also including those to translation, copying and reproduction of the training documents or parts thereof, unless stated otherwise. No part of the training documents may be processed, copied, distributed or communicated to the public by any means (photocopy, microfilm or other methods) without the written consent of BCD or the manufacturer concerned, not even for the purpose of designing internal training courses, in particular by using electronic systems. Extracts must not be made of the software provided, and the software must not be copied, modified or deleted either in part or as a whole. In particular the manufacturer's copyright terms shall apply.

## **VIII. Liability**

1. BCD shall only pay compensation for damages or make good wasted expenditure, regardless of whatever reason (e.g. from contractual obligations and quasi contractual relations, quality and legal defects, breaches of duty and unlawful acts) to the following extent:
  - a) Liability in cases of intent and under guarantee is unlimited;
  - b) In cases of gross negligence BCD shall be liable for the amount of the typical damages and damage foreseeable when the contract was concluded;
  - c) In cases of a breach not attributable to gross negligence of a duty of such importance so that the achievement of the contractual objective is jeopardised (cardinal duty; in particular default) BCD shall be liable for the amount of the typical damages and damage foreseeable when the contract was concluded.
2. BCD shall be able to raise the objection of joint guilt. The Customer shall be obliged, in particular, to make data safe and to protect it from malicious software in accordance with state-of-the-art technology.
3. In the event of death, personal injury or physical harm, and if claims are asserted under the Product Liability Act, the statutory regulations shall apply without limitation.
4. BCD shall only be obliged to refund pure financial loss, in particular business interruption or loss of profits in the event that is guilty of intent or gross negligence.

## **IX. Data Protection and Credit Check**

1. BCD shall comply with the data protection regulations when processing personal data. Further information about the processing of personal data by BCD are available at any time under [www.adn.de/ch/datenschutz](http://www.adn.de/ch/datenschutz).
2. For the purposes of checking the Customer's credit rating from credit reference agencies or credit insurance companies, BCD shall be entitled to obtain information with regard to the Customer's creditworthiness and to report data - restricted to the event that the contract has not been handled in accordance with the contract e.g. an application has been submitted for a court order if an account has not been disputed, if an enforcement order has been issued, or if enforcement measures have been taken. Data shall only be forwarded provided that this is necessary to protect the legitimate interests of BCD and the interests of the Customer meriting protection are not adversely affected. In doing so BCD shall comply with the relevant data protection regulations.

## **X. General Provisions**

1. The customer is not entitled to assign his claims under the contract.
2. The place of fulfilment and the place of jurisdiction for all disputes, also in so far as they concern the validity of the contract or these General Terms and Conditions of Business, is Glattpark, Swiss.
3. The law of Swiss shall apply with the exception of the UN Convention on the Contracts for the International Sale of Goods [CISG].
4. Should one or more of the provisions of these General Terms and Conditions of Business be or become invalid, or should they have a gap, the Parties to the contract shall consequently replace the invalid or incomplete provision with an appropriate provision is, or add an appropriate provision to fill a gap. Such new provisions shall, as far as possible, have the same economic objective of the intended provision. The validity of the remaining provisions shall not be affected by the foregoing.