



ENSURING THE FLOW.

General terms and conditions for training programs BAUR Prüf- und Messtechnik GmbH, A-6832 Sulz/Austria

1. Scope
 - 1.1 These general terms and conditions apply for all training programs offered by BAUR.
 - 1.2 Deviations from the conditions mentioned under Point 1.1 are only effective in case of written approval by BAUR.
2. Training location
 - 2.1 Unless agreed upon otherwise, the training programs will be conducted at the BAUR premises in Sulz.
 - 2.2 The participant undertakes to observe the international applicable safety rules and to follow the safety directives. BAUR is exempted from all liability on non-observance of the safety rules or instructions.
3. Training success
 - 3.1 The participant or customer is responsible for ensuring that the training participants have the requisite technical knowledge. As the success of the training depends on previous knowledge and personal cooperation of the course participant, BAUR is not responsible for the success of training programs. BAUR is only liable for appointing qualified training personnel.
 - 3.2 At the end of training, the participant will receive a confirmation of participation and the training content.
4. Prices
 - 4.1 All fees, unless specified otherwise, are payable in Euro and are excluding VAT. The buyer must pay any additional charges, taxes or dues that may be levied in connection with the service.
 - 4.2 If the service takes place at a location other than Sulz on behalf of the customer, the customer shall bear all additional costs ensuing from the service (e.g. travel, boarding and lodging).
5. Incomplete training
 - 5.1 If training cannot be completed due to sickness, accident or other unforeseen events, no claims will be made for completion of training. In such cases, BAUR will not assume the ensuing costs, e.g. travel expenses, overnight expenses, loss of working hours etc. In addition, BAUR is not liable for indirect consequential damages, especially loss of profit or third party claims.
6. Cancellation
 - 6.1 BAUR reserves the right to cancel training sessions due to low number of participants. Registration and order for training programs is binding. Creating training programs takes a long time. Therefore, in case of non-participation for whatever reason, depending on the cancellation notice period, the following charges will be levied:
Cancellation 0 to 2 weeks before the training 100% of the agreed fees; cancellation 2 to 4 weeks before the training 50% of the agreed fees. Replacements can be appointed any time without additional costs. Payment of the fees entitles to obtain the training documents.
7. Payment
 - 7.1 Unless agreed upon otherwise, the customer needs to transfer the entire invoiced amount to a bank account selected by BAUR within 30 days of receipt of the invoice. Payments need to be made without any deduction, ex BAUR's paying agent, in the currency agreed upon.
 - 7.2 The customer is not authorised to withhold or offset payments due to warranty claims or other counterclaims.
 - 7.3 A payment is considered to be made on the date when BAUR has access to it.
8. Copyrights
 - 8.1 Training content, teaching aids, handouts and similar material are the intellectual property of BAUR. The fees include only the training cost with the purpose of expanding the knowledge of the course participant. Publication in whole or in part, conveying to third parties as well as reproduction of training documents is not permitted. Course participants are further forbidden from making copies on tape, film or similar media.
- 8.2 The training contents, teaching aids, handouts and similar have been compiled carefully in compliance with the applicable regulations and accepted technical rules. BAUR assumes no liability for accuracy, completeness and up-to-dateness.
9. General
 - 9.1 If individual stipulations of the contract or these terms and conditions become ineffective, the effectiveness of other clauses is not affected. The ineffective stipulation needs to be replaced by a valid one which comes as close as possible to the objective strived for.
10. Court of jurisdiction and law
 - 10.1 All relationships with BAUR shall be exclusively governed by Austrian law. Application of the UNCITRAL treaty of the United Nations on contracts relating to international goods sales is excluded. For deciding any disputes arising from the relationships, including those over its existence or non-existence, the competent court for contractual partners with place of business within the European Union is in 6800 Feldkirch, Austria, exclusively.
 - 10.2 For all contractual partners with place of business outside the European Union all disputes arising from the relationship shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of the arbitration court shall be in 6832 Sulz, Austria. The language to be used in the arbitration shall be English.

Sulz, September 2009
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