

General terms and conditions for training and continuing education measures

1. Area of application

1.1 These General Terms and Conditions (hereinafter referred to as "GTCs") apply to all training and continuing education measures including courses culminating in tests (hereinafter referred to as "Seminar" or "Seminars") as well as the pertinent teaching materials and add-on modules such as "E-Learning", which customers contract out to or order from SGS Germany GmbH (hereinafter referred to as "SGS").

1.2 When an order is placed with SGS, these GTCs shall be considered valid if the customer does not explicitly oppose their validity at the time of the order placement. As changes in the GTCs become valid they shall become an integral part of active contracts if the customer does not object within a period of one month after the communication of the change despite a specific advisory.

1.3 General Terms and Conditions of customers shall not be legally effective.

2. Registration and order

2.1 The registration and/or order by the customers shall be submitted in writing by regular mail, by fax, or online (www.sgs-training.de; info@sgs-training.de). By registering or ordering the customer declares customer's binding contract proposal to want to participate in the Seminar and/or to purchase the good ordered. The customer immediately receives from SGS a written or electronic confirmation of registration. This does not constitute the acceptance of the contract.

2.2 After the contract proposal has been examined and the availability of the service desired has been confirmed, SGS shall accept the contract either by a written or electronic confirmation, or by completion of the order.

2.3 Participant spaces are always limited; they are allocated in the order that the registrations are received.

3. Participation fees and prices

3.1 All the participation fees and prices stated by SGS are net prices plus the respectively valid value added tax.

3.2 The participation fees include the costs of the Seminar, extensive procedural documentation, qualification certificate, beverages, lunch and refreshments during breaks.

3.3 For all courses culminating in tests there are additional examination costs and the costs of having certificates made by the IRCA (International Register of Certificated Auditors).

4. Hotel costs

Costs of lodging and meals when the Seminar is not meeting shall be borne by the customer. In many hotels special conditions are offered to participants in Seminars provided by SGS. However, SGS does not guarantee the availability of hotel rooms.

5. Billing

5.1 Billing shall occur before the respective event, in cases of combination bookings, before the beginning of the first event.

5.2 If not stated otherwise on the bill, payments of SGS bills shall fall due without discount within 14 days of receipt.

6. Performance

6.1 Seminars shall only be conducted once the minimum number of participants have signed up.

6.2 SGS reserves the right to change the lecturers and venues as well as changes of dates and changes in the program. The customer shall always be informed in time about ensuing changes. Claims of the customer in connection with measures taken in conformance with this clause are excluded.

6.2 Furthermore, the customer has no claim to compensation for any Seminar day missed by himself or his participants.

Cancellations

7.1 Cancellations of Seminar participations must be submitted in writing to be effective (fax or e-mail is sufficient).

7.2 The customer can, at no cost, cancel a participation in a Seminar if SGS receives the cancellation at least four (4) weeks before the start of a Seminar. In case of cancellations which are received later than four

(4) weeks, but at least (2) weeks before the start of the Seminar at SGS, 30% of the participation fee shall be billed as cancellation costs. For cancellations received by SGS later than two (2) weeks before the start of the Seminar, the full participation fee shall be billed.

7.3 For all events involving a combination booking the starting date of the first event shall be deemed the start of the event. After the end of the cancellation period before the start of the first event, the subsequent events contained in the combination booking cannot be cancelled either. A combination booking is the booking of several, mutually independent training sessions taking advantage of the relevant price discounts.

8. Rebookings

Any requests for a rebooking must be communicated by the customer in writing (a fax or an e-mail is sufficient). However, rebookings vary from case to case and, hence, are only possible based on goodwill on the part of SGS.

9. In-house training

9.1 If the customer would like to postpone the date of an in-house training session (i.e. a Seminar on the grounds of the customer), this can be arranged without charge if SGS receives a written notice (fax or e-mail sufficient) not later than two (2) weeks before the originally scheduled start. However, the date can only be postponed once by a maximum of three (3) months. Taking into account the desired period of performance suggested by the customer, SGS shall recommend to the customer several alternative dates, one of which the customer must book in a binding manner.

9.2 If the customer nevertheless does not book one of the suggested dates, SGS reserves the right to bill the full price for the in-house training.

10. Cancellation of consumer customers

10.1 If the customer is a consumer as defined in § 13 BGB, the customer is entitled to a two-week legal right to cancel without giving reasons in the case of a contract concluded in the form of a distance contract independent of the cancellation option named in clause 7.

10.2 The customer will be explicitly reminded of this again by SGS at the conclusion of the contract. The two-week cancellation period starts no earlier than at the time the instructions are received. To observe the cancellation period it is only necessary to send the cancellation on time.

10.3 If, with the customer's explicit agreement, the delivery of the agreed performance has already been started by SGS before the end of the cancellation period, the right of cancellation expires.

11. Copyrights

As part of the Seminars the customer receives extensive documentation. All the rights to these documents or parts thereof remain the property of SGS or the individual originator. Duplication and publication of the documents is not permitted without prior written approval by SGS.

12. Liability

12.1 If a Seminar is cancelled due to a low number of participants or for reasons for which SGS is responsible, the already paid participation fees shall be refunded. In case of combination bookings, the refund shall be a proportionate share of the total price. Further claims are excluded.

12.2 SGS is liable, limited to the foreseeable type of contractual damage, for damages due to negligent infringement of essential contractual obligations (cardinal obligation or an essential secondary obligation), for negligent impossibility or laches. Liability due to negligence in cases of infringement of non-essential contractual obligations is excluded. These liability limits do not apply to damages which were caused by intent or through gross negligence. The same applies to a physical injury, damage to health, or death, if SGS is responsible for the infringement of the obligation, and for damages which arise from a malicious concealment of a defect or from the absence of a guaranteed condition. A liability in compliance with the Product Liability Act shall also remain unaffected. The infringement by SGS is identical to that of an SGS legal representative or vicarious agent.

12.3 The statute of limitations for compensation claims from obligation infringements and for claims due to shortcomings, i.e. for subsequent



specific performances, corrections performed by the customer, beside the replacement of necessary expenses and for compensation for damages or compensation of futile expenses, is 12 months from the legal beginning of the statute of limitations. This does not apply to liability related to intent, malicious concealment of a shortcoming or the absence of a guaranteed condition.

12.4 SGS is not liable for the loss or theft of objects brought to the Seminars by the customer or his employees.

13. Data privacy

The customer's data or that of the participants are digitally stored and used by SGS only for in-house purposes.

14. General provisions

14.1 An offset or a right of retention can only be asserted against SGS claims if the customer's counterclaims are undisputed or legally effective.

14.2 Deviations from these GTCs as well as changes and supplements to a contract concluded between the customer and SGS require, to be effective, amicable declarations by both parties by mail or by fax, if a deviating provision has not been concluded in the corresponding contract. This also applies to a change in this clause.

14.3 Jurisdiction, where legally permissible, shall be Hamburg. Irrespective of this, SGS has the right to bring an action at the customer's registered office.

14.4 The legal relationship between SGS and the customer shall be ruled by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and provisions of German law related to conflicting laws.

14.5 If individual provisions of the GTCs prove to be completely or partially invalid, the remaining provisions shall be valid.

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