

§ 1 General Terms, Scope

(1) The following General Terms and Conditions for consulting apply to all contracts concerning consulting services, henceforth known as "Consulting" between STI Security Training International GmbH, henceforth known as "STI GmbH" and the party to the contract, henceforth known as the "buyer" and apply exclusively; conflicting or additional terms and conditions made by the buyer are expressly excluded. These will only be recognised if STI GmbH has given explicit written consent to them in whole or part.

(2) These General Terms and Conditions also apply for all additions and changes to the contract and to all future contractual agreements between STI GmbH and the buyer without the necessity of any notice to that effect.

§ 2 Contractual arrangements, Conclusion of contract

(1) Contracts shall be concluded between STI GmbH and the buyer (party to the contract). Buyers can be natural or legal entities. The buyer can receive the services agreed upon in the contract in person or appoint another suitable person/other suitable persons (e.g. member of staff) to receive the services. In this case the buyer, however, remains the contractual partner and is fully responsible for the actions of the person(s) appointed by him unless a separate contract is made with the designated person.

(2) STI GmbH reserves the right to reject a person appointed by the contractual partner if it has sufficient grounds to do so. These rights apply to the entire term of contract. In this case the buyer can decide to appoint a different person or to withdraw from the contract with regard to the appointed person. In this respect we refer to §§ 6, 7 of these General Terms and Conditions in particular.

(3) The commissioning of consulting (order) can only be made in written form (e.g. letter, fax, email). The contract becomes binding following STI GmbH's written (e.g. letter, fax, email) declaration of acceptance (order confirmation). Confirmation will generally be given within two weeks of receiving the order.

(4) The buyer is required to provide personal data prior to conclusion of the contract. The buyer knows and consents to the fact that identifying information which is necessary for the handling of the order is stored on STI GmbH's data carriers. The buyer hereby expressly consents to the collection, processing and use of his personal data. The stored data will be treated confidentially by STI GmbH. Collection, processing and usage are in compliance with the Federal Data Protection Act and the German Telemedia Act and will not be passed on or sold to third parties for advertising purposes.

§ 3 Prices and Terms of Payment

(1) Prices quoted by STI GmbH include currently valid VAT where applicable.

(2) Payments are to be made free of charge and without deductions to STI GmbH's account. Unless otherwise agreed in writing (e.g. letter, fax, email), payment is due within 14 days upon receipt of the invoice.

(3) When consulting is not carried out on STI GmbH's premises and if not otherwise agreed in writing (e.g. letter, fax, email), the buyer shall, in addition to the agreed costs for consulting, bear all necessary expenses such as e.g. travel costs and expenses, adequate accommodation expenses for staff assigned by STI GmbH, transport costs for information material and/or personal luggage and allowable expenses. All consulting expenses and/or additional costs incurred will henceforth be known as compensation.

(4) STI GmbH is entitled to demand evidence of payment of the agreed compensation (e.g. deposit slip) prior to beginning consulting.

(5) In the event of late payment, STI GmbH is entitled to charge default interest at the current statutory rate of 5 % above the prevailing base rate. When the buyer is not a consumer as defined by the German BGB, the statutory default interest rate is currently 8 % above the base rate. STI GmbH reserves the right to make further claims for damages.

§ 4 Offset and rights of retention

Offset on behalf of the buyer is only approved insofar as the counterclaim is undisputed or has been legally established. The buyer is only entitled to exercise his right of retention when the counterclaim is based on the same contractual relationship.

§ 5 Scope of services

(1) The scope, form and subject of the consulting services are defined in STI GmbH's respective individual specifications which are subject of the agreement.

(2) The buyer can inform himself about the scope, form and subject of the services in the material provided by STI GmbH or on the website. Alternatively, the services may be developed and/or individually agreed in cooperation with the buyer. In the case of customised services the individually agreed concept applies.

(3) STI GmbH provides all services itself and with the assistance of its employees. STI GmbH is also entitled to provide the services with the help of freelance staff.

(4) STI GmbH is entitled to undertake changes to the service contents for technical or other reasons, such as e.g. necessary updates, further development and/or didactical optimisation, provided that the essential character of the services is not altered. Moreover, STI GmbH reserves the right to replace the consultant with an equally qualified one should this become necessary and, if schedule alterations become necessary for valid reasons, to change the time and/or location of the con-

sultation at short notice, provided such changes are reasonable. In such cases STI GmbH will endeavour to inform the buyer about the changes in a timely manner. Provided that the changes do not fundamentally jeopardize the objective of the services, the buyer is not entitled to termination or withdrawal from the contract nor to reduction of the purchase price as a result of the said changes.

(5) STI GmbH provides no guarantee or promise that the consulting services will enable the buyer to acquire the necessary knowledge or expertise in order to carry out a particular task or activity.

§ 6 Buyer's obligations

(1) The buyer is to cooperate closely with STI GmbH in all matters relating to the consulting services.

(2) On STI GmbH's request the buyer is obliged to supply all information necessary for consulting in due time, data, documents, permits, official authorisations or clearances.

(3) If the buyer does not provide or does not fully provide STI GmbH with the information, data, documents, permits, official authorisations and clearances specified in §6 (2) within the agreed term or on written request and if as a result delays and additional expenses occur, STI GmbH is entitled to demand both a corresponding increase in compensation and adjustments to the schedule, if such a schedule for the consulting services has been agreed. The right is reserved to enforce claims for compensation. Likewise the rights arising from § 7 (1) remain unaffected.

§ 7 Cancellation/Termination

(1) STI GmbH reserves the right to cancel the contract prior to the consultation if the buyer does not provide the necessary information, data, documents, permits, official authorisations or clearances, or if the buyer does not adhere to the agreed terms of payment or other obligations as defined in § 6 of these Terms and Conditions within a set time period despite being requested to do so.

(2) STI GmbH reserves the right to cancel the provision of services for reasons for which it bears no responsibility, e.g. if the consultant unexpectedly becomes unavailable (due to illness, accident or similar) and no replacement can be found at short notice; in the event of force majeure or similar causes. STI GmbH reserves the right to propose an alternative date to the buyer, if the provision of services has to be cancelled for the reasons above or for other reasons. In any event STI GmbH will endeavour to inform the buyer of cancellations as soon as possible. If the alternative date proposed by STI GmbH is not convenient for the buyer, he is obliged to turn it down within one week or at the latest two days before the scheduled proposed date (whichever time period is shorter). Otherwise the buyer continues to be liable to pay the agreed compensation. If the buyer cancels in due time or if STI GmbH cannot propose an alternative date, STI GmbH will refund the buyer the previously paid fees.

(3) Any further claims on the part of the buyer are excluded, regardless of kind, including claims for compensation for related incurred expenditures or reimbursement of other expenses e.g. travel expenses, accommodation or loss of earnings, which may arise due to the legitimate cancellation of provision of services made by STI GmbH.

(4) If the buyer does not appear to an agreed consulting appointment he is obliged to pay the agreed compensation in full. Additionally the buyer is obliged to pay any verifiable (additional) costs incurred (e.g. cancellation fees for flights or accommodation etc.).

(5) Termination or cancellations are to be made in written form (e.g. letter, fax, email). Relevant for compliance with the deadline for the cancellation or termination is receipt of the declaration at the recipient's end.

(6) The right to extraordinary termination for good cause remains unaffected.

§ 8 Industrial property rights, property rights

(1) All STI GmbH publications including technical specifications, marketing materials, (product) documentation etc. are protected by copyright laws. The buyer has the right to use the information and materials which he receives in the course of the consulting appointment booked and paid for by him for his own personal use but not for internal or external corporate training events.

(2) The buyer is not authorised to pass on or distribute materials to third parties or to duplicate them for third parties free of charge or in exchange for payment or to make them available to the public. The buyer is herewith cautioned that any breach of copyright or industrial property rights will lead to claims for compensation and the duty to cease and desist and can moreover lead to criminal prosecution.

§ 9 Trademarks and copyright notices

The buyer is not permitted to remove any copyright notices, trademarks or other legal reservations in the data, programmes, documents etc. He is obliged to ensure acknowledgement of authorship thereof.

§ 10 Liability

(1) The use of STI GmbH's premises and tours of its buildings are at the buyer's own risk. STI GmbH is not liable for damage caused by accidents, loss or theft in its rooms, buildings or on STI GmbH's premises.

(2) Claims for damages against STI GmbH, no matter what their legal basis, in particular due to infringement of obligations arising from the contractual relationship and from tort, are excluded. This limit of liability does not apply in the case of breaches of the German Product Liability Act, or in the case of intent, gross negligence or due to loss of life, bodily injury,

damage to health or in the case of breach of significant contractual obligations where there is mandatory liability. Liability for breach of fundamental contractual obligations is limited, however, to the amount of reasonably foreseeable average immediate damage typical for the kind of consulting services, unless there is mandatory liability for the legal grounds given above.

(3) STI GmbH does not assume any liability for the buyer's actual and correct implementation of the actions proposed during the consultation.

§ 11 Place of performance and jurisdiction

(1) The sole place of performance is Wiesbaden. Place of jurisdiction is STI GmbH's registered office, provided the buyer is a general merchant, a legal entity of public law or of a special fund under public law. The same place of jurisdiction shall apply when the buyer has no general place of jurisdiction within the Federal Republic of Germany, has transferred his domicile or customary place of residence from Germany abroad after conclusion of the contract, or his domicile or customary place of residence is not known at the time when the suit is filed.

In all other cases, for all claims of STI GmbH against the buyer, the place of residence of the buyer shall be regarded as the place of jurisdiction, provided the buyer is a non-merchant.

(2) STI GmbH can also take legal action against the buyer at an other legal place of jurisdiction.

§ 12 Law on the International Sale of Goods

German law is applicable and the UN Convention on the Sale of Goods is excluded.

§ 13 Invalidity

If any provision of this contract prove to be invalid as a whole or in part, the remaining contract remains in full force and effect. In the case of such invalidity, the contract partners will agree to a valid replacement provision that most closely resembles the invalid one. The same goes for the omission of a provision.

§ 14 Verbal additional agreements

Verbal additional agreements do not exist.

§ 15 Information

All information, agreements, notifications and/or requests relating to these terms and any amendments or additions to these terms including this clause must be made in writing (letter, fax, email).

§ 16 Changes

(1) STI GmbH reserves the right to make changes to these Terms and Conditions at any time. Proposed changes to the terms shall be addressed to the buyer in writing (letter, fax,

email) at least two months before they enter into force.

(2) The buyer shall be deemed to have consented unless an objection has been indicated before the proposed date of implementation. STI GmbH shall expressly draw the buyer's attention to this de facto consent in its offer. The buyer can also terminate the consulting services contract made with STI GmbH prior to the proposed date of application of the changes with immediate effect and free of charge. STI GmbH shall expressly draw the buyer's attention to this right of termination in its offer. STI GmbH is entitled to terminate the contract with due and proper notice in the event of objection or termination of the contract by the buyer. STI GmbH shall expressly draw the buyer's attention to this in its offer.

§ 17 Amendments and Replacements

Should one of the clauses be found invalid, STI GmbH reserves the right within the framework of changes to the General Terms and Conditions to supplement or replace the condition with applicability to existing contracts; in the event of amendment to a legal provision or high court legislation, if as a result of such amendment one or more terms of the contract are affected, STI GmbH may adapt the affected terms in such a way that they comply with the purpose of the amended legislation, provided the buyer is not disadvantaged by the new or changed terms as compared with the original conditions.

Information about right of revocation for consumers

If you are a consumer you have a right of revocation

Consumers' right of revocation

Right of revocation

You may revoke your contractual agreement within 14 days in writing (e.g. letter, fax, email) without stating reasons. The time limit commences after receipt of this notification in writing, but not prior to conclusion of the agreement and not before STI GmbH has fulfilled its obligation to provide information as defined in Article 246 §2 in conjunction with §1 (1) and (2) of the Introductory Act to the Civil Code ("EGBGB") as well as our duties under §312g (1) sentence 1 of the Civil Code ("BGB") in conjunction with Article 246 § 3 EGBGB. Timely despatch of revocation shall suffice to meet the revocation deadline. The revocation is to be addressed to:

STI Security Training International GmbH
Steinmuehlenweg 5
65439 Floersheim
Germany

Tel.: +49 6145 59991 - 0
Fax: +49 6145 59991 - 69
Email: sales@sti-training.com

Consequences of revocation

In the event of a valid revocation any mutually received benefits are to be returned and any profit derived therefrom (e.g. interest) shall be returned. If the benefits and profit derived (e.g. benefits of use) cannot be returned in their entirety or partially or only in worse or diminished condition you will have to reimburse us for the value of the benefit in this respect. This may mean that your contractual payment obligations for the period up to revocation must nevertheless be fulfilled. Obligations to reimburse payments must be met within 30 days. This time limit begins for the buyer upon sending notice of revocation, for STI GmbH upon receipt thereof.

Please note

Your right to revoke the contract expires prematurely if the contract has been executed in full by both parties on your explicit request prior to your exercising your right of revocation.

End of the information about rights of revocation

This text is a translation only. In the case of any litigation the original German text always applies.