

General terms and conditions for training services for CAPABLE-TECHNOLOGIES GmbH – as at January 2006

1. Registration/Confirmation

For written registration please use the online form or the form which can be downloaded from our website. All registrations must be received by us at least a week before the start of the seminar. You will receive confirmation of registration promptly by email, alternatively by fax or post on request. We can only guarantee a place on the seminar for a week from the date of receipt of the email or postal letter. In principle the number of participants is limited. The maximum number of participants and available places per seminar are displayed on our website. If the number of registrations should exceed the number of places available we will offer an alternative date as quickly as possible. With the registration of the student through the customer and our electronic or written confirmation both parties enter into a binding contract.

2. Prices

The current seminar prices are displayed in the seminar overview on our website and are exclusive of statutory VAT. In addition to lecturing fees we reserve the right to charge separately on presentation of receipts for expenses incurred for activities outside our own premises like travel and possible hotel expenses. Included in the seminar price are course materials, use of the technical equipment and computers, lunch, snack and beverages. All additional costs are to be carried by the contracting party. Temporary attendance does not entitle students to a reduction in fees.

3. Terms of payment

All invoice amounts are due ten days after invoice date without discount. In case the invoice has not been paid by the due date the contracting party will be in default with the first reminder.

4. Services

As a rule two students are provided with one CAD/PDM workstation. Single-workstation-seminars are possible after prior consultation and special price arrangements. For seminars not taking place in our own premises the customer is responsible for providing the framework agreed with us (seminar premises, computer, UNIX-workstations, projector, software, licences, presentation aids such as flipchart or whiteboard etc). Each student will receive a certificate of attendance after successful completion of the seminar.

5. Seminar/cancellation policy

As a rule seminars will only be carried out with a minimum number of 5 people. CAPABLE-TECHNOLOGIES GmbH reserves the right to cancel or postpone seminars due to low attendance at the latest one week before the start of the seminar. We also reserve the right to cancel or postpone seminar dates for other organisational reasons. In this case we commit ourselves to immediately offer an alternative date to the customer. If the alternative date is unacceptable for the customer he has the right to withdraw from the attendance. Cancellations on the part of the customer always have to be in writing (also fax or email). There will be no cancellation fee for cancellations up to two weeks before the start of the seminar. For cancellations up to a week before the start of the seminar a fee of 50% is due, after that 100% of the fee will be charged. The place on the seminar can be transferred to a substitute student at any time by advance notice in writing. The daily seminar time is eight hours inclusive of lunch for approximately 45 – 60 minutes and short breaks. The above described procedure is to be applied also if the participants haven't been nominated by name but when a "Dummy" seat has been booked. The number of booked seats is the determining factor even if the participants haven't been nominated by name.

6. Liability/Responsibility

CAPABLE-TECHNOLOGIES GmbH does not accept liability for any objects brought into the seminar by the students. The students are obliged to treat the equipment, facilities and documents provided (seminar room, computer, UNIX-workstations, projector, software, licences, presentation aids such as flipchart or whiteboard) with care. The customer can be held liable for damages incurred by CAPABLE-TECHNOLOGIES GmbH resulting from wilful improper use by the students. The customer takes responsibility for the selection of the seminar. The seminars are carefully prepared and carried out according to latest technology. CAPABLE-TECHNOLOGIES GmbH does not accept liability for the exploitation of the acquired skills and the achievement of the seminar objectives by the student. It is the responsibility of the customer to make sure that seminar prerequisites are being fulfilled. We take no responsibility if a student cannot follow the contents of the seminar due to missing or lack of prerequisites. Claims for damages against CAPABLE-TECHNOLOGIES GmbH are subject to a limitation period of 1 year after the end of the seminar. We do not accept liability for the cancellation of a seminar due to acts of God (war, strike, lockout or other unforeseen obstacles, or because of operational breakdowns not caused by CAPABLE-TECHNOLOGIES GmbH and which only occurred or have become known after the conclusion of the contract.

7. Protection of copyright

All rights, including translation, reprinting and copying of the course materials or parts thereof are reserved. The course materials may not be reproduced whole or in part, copied, distributed, publicly displayed in any form (photocopy, microfilm or any other method) or for any reason (e.g. teaching purposes) without express written permission.

8. Course materials/lecturers

CAPABLE-TECHNOLOGIES GmbH reserves the right to substitute lecturers or to modify course materials subject to requirements. The purchase of our course materials is not a substitution for the seminars offered by us. The course materials solely serve as a basis and accompanying material for our seminars, which are run by qualified and experienced lecturers.

9. Final clause

These general terms and conditions for training services are part of the seminar contract between CAPABLE-TECHNOLOGIES GmbH and the customer. The contract is not transferable as a whole or in part without our express written permission. By agreeing to the general terms and conditions the customer is obliged to fully accept the terms and conditions even if they are contrary to the customer's own terms of business. In case that one of the clauses may be or should become legally invalid, either fully or partly, the rest of the contract will still be valid. The invalid part should be interpreted in a way that its intended purpose will be achieved to the greatest possible extent. This applies to any necessary interpretations or amendments. Tostedt is the only place of jurisdiction. The customer agrees to the processing of his personal data in so far as it is necessary for the fulfilment of the contract. Special agreements must be in written form.

10. Peculiarities for seminars carried out within the framework of the authorisation by AIRBUS Deutschland GmbH

Seminars within the framework of the authorisation by AIRBUS Deutschland GmbH will be run by lecturers authorized by ACE Academy (AIRBUS Deutschland GmbH). To participate in such a seminar the students may have to meet certain criteria, for example a validation of proficiency using CATIA V4/CATIA V5, which will be undertaken by AIRBUS Deutschland GmbH itself or by an authorised representative. This requirement on the part of AIRBUS Deutschland GmbH is therefore a basic prerequisite to book certain seminars with us. Please take note of the appropriate queries in our booking form.