

# Application

## Seminars

## Booking Numbers

_____	_____ - _____ - _____
_____	_____ - _____ - _____
_____	_____ - _____ - _____

## Participant

\_\_\_\_\_

Last name First name

\_\_\_\_\_

E-Mail

- I will bring a laptop with me.
- I would like to rent a laptop from mbi for € 15 (Germany) or € 25 (Abroad) net per day of training.

## Contact data/Invoice Recipient

\_\_\_\_\_

Organisation

\_\_\_\_\_

Street, No. ZIP-Code, City

\_\_\_\_\_

Country

\_\_\_\_\_

Phone Fax

I hereby accept the General Terms & Conditions of Training of mbi Unternehmensberatungs-GmbH for courses with open participant groups.

\_\_\_\_\_

Place, Date Signature

## Please return to:

mbi Unternehmensberatungs-GmbH ■ Weidenhaeuser Str. 27  
35625 Huetttenberg ■ Germany ■ Fax: +49 (0) 6441 7809-30

- Please subscribe me to the WINPACCS Newsletter.

# General Terms and Conditions of Training

## § 1 Scope

- 1.1. These General Terms & Conditions of Training apply to all training contracts of mbi GmbH with open participant groups.
- 1.2. General terms & conditions of business of the contract partner shall only apply if that has been expressly agreed in writing.

## § 2 Offer – Conclusion of contract

- 2.1. The contract comes about through written registration of the participant by the customer and written confirmation by us. Fax or email shall suffice.
- 2.2. Should a registration not be accepted, we will inform you accordingly without delay.

## § 3 Service, fees and payment terms

- 3.1. Apart from the actual training, the training fees cover the following services:
  - a joint lunch on every full day of training
  - beverages during breaks
  - extensive training material
- 3.2. Invoices are payable two weeks before training begins at the latest. All prices are quoted net of the statutory value-added tax even if that is not pointed out separately.
- 3.3. The entire training material provided to a participant remains the property of mbi GmbH until full payment of the training fees.

## § 4 Participant laptop

We ask the participants to bring their own laptops with them. If no own laptop is used we will raise a charge of € 15 (Germany) or € 25 (Abroad) net per day of training. The laptop has to fulfill the following requirements: Operating system: Microsoft Windows XP SP 2 (32/64 Bit), Microsoft Windows Vista (32/64 Bit) or Microsoft Windows 7 (32/64 Bit). Hardware: Pentium processor 1 GHz, 512 MB user memory (1 GB or more recommended), Display Resolution 1024 × 768, 1 GB Hard Disk Storage Unit.

## § 5 Liability for damages

- 5.1. For any legal reasons whatsoever, mbi GmbH shall be liable vis-à-vis the contract partner for any damages caused by malicious intent or gross negligence on the part of its employees, and for damages ensuing from injury to life, limb or health caused by normal negligence.
- 5.2. Otherwise, any liability in the event of normal negligence shall apply only on breach of significant contractual duties, i.e. duties derived from the nature of the contract and where breach thereof jeopardizes attainment of the goals of the contract. In this case, the liability for damages not typical to contract shall be precluded.
- 5.3. If liability for damages towards mbi GmbH is excluded or limited, this also applies with

regard to the personal liability for damages of its employees, collaborators, representatives and assistants in performance.

## § 6 Cancellation by the customer

The customer can cancel the training up to four weeks before the course begins, with training outside Germany up to eight weeks before the course begins. mbi GmbH shall then be entitled to reasonable compensation. This amounts to a flat rate of € 20 plus value-added tax. The customer is free to prove that we have suffered no or lower damages. A substitute can of course be named at any time to attend the training instead of the participant originally named without incurring additional costs.

## § 7 Cancellation by mbi GmbH

We shall be entitled to withdraw from contract for serious reasons, especially where:

- there are insufficient registrations for a course (in that case we must declare withdrawal at the latest three weeks before the course begins, and for courses outside Germany at the latest six weeks before the course begins).
- the course has to be cancelled for reasons beyond our control.

In the above cases, any fees already paid will be refunded in full. Participants, resp. customers, shall derive no rights to compensation for damages.

## § 8 Training material

- 8.1. The mbi GmbH training material is compiled with the greatest care and to the best of our knowledge. We must nonetheless preclude any liability for the correctness and completeness of the material inasmuch as this does not detract from the purpose of the training.
- 8.2. The training material is the intellectual property of mbi GmbH. It may not be copied, passed on or resold to third parties.

## § 9 Place of performance – choice of law – place of jurisdiction

- 9.1. Except where provided for otherwise in the contract, the place of performance and payment is our registered place of business.
- 9.2. The law of the Federal Republic of Germany shall apply to the contract.
- 9.3. Insofar as the contract was awarded by a merchant, a legal entity under public law or a special public asset, the place of jurisdiction for all disputes ensuing from the contract is the principal place of business of the mbi GmbH. The mbi GmbH however, file suit against the contract partner before the court that would have been competent had no place of jurisdiction been agreed.