

Seminar Terms and Conditions ABB Automation GmbH Training Center Frankfurt

Address

ABB Automation GmbH
Technical Training, ATG/SCT
Service Control
Stierstaedter Strasse 5

60488 Frankfurt am Main
Germany

(hereinafter referred to as "TC")

1 General

1.1 Definitions

"Customer" is the company in whose name the registration for training is carried out.

"Participant" is the person who is registered for the training or who takes part in the seminar.

Although these conditions are intended for the participant, the customer, in whose name the participant is attending, is responsible for their compliance.

1.2 Preconditions

The customer is aware that learning targets for a seminar are not achievable or only with difficulty without the prerequisites specified in the seminar catalog. For this reason, the customer will ensure that the participants registered by the customer meets the seminar requirements.

1.3 Information

If requested by customer TC provides further information about the seminar content, the optimal choice of seminar, our prices, the seminar location or nearby hotels.

1.4 Training location

Unless specified otherwise in the seminar description or in the seminar confirmation, the seminars take place in the ABB Automation GmbH Control Training Center.
Address: Stierstaedter Strasse 5, 60488 Frankfurt am Main, Germany

1.5 Training times

The training times are arranged as follows:
Seminar starts at 08.45 on 1st day, otherwise at 08:30.
Seminar ends at 16:00, on Friday at 13:00.

1.6 Accommodation

Upon request TC provides a current list of recommended hotels. The costs of the accommodation are borne by the participant as well as any possible cancellation costs which may occur.

1.7 External seminars, non-German seminars

In general TC carries out seminars also at customer location or at any other requested location. This has to be agreed in writing between customer and TC. The conditions of external courses to be found in the current seminar catalog.

The language of the seminars is in German. If customer requests English as seminar language it has to be agreed in writing separately.

2 Registering for seminars

The registrations shall be done in writing by using the TC registration form. The first and last name of the participant must entered as well as a complete address including the telephone and fax numbers, complete name and invoicing address of the participant's company (if different from the participant's), the seminar code and the seminar dates.

These seminar terms and conditions form an integral part of the contract when registering and are regarded as binding.

2.1 Protection of data privacy

The customer agrees to the processing of his or her data as long as this falls within the purpose of the legal relationship.

3. Confirmation

TC will promptly confirm the receipt of the registration (acknowledgement of receipt). However, TC reserves the right to make a decision about a final acceptance (confirmation of seminar registration). Registrations will be processed in the order of receipt. The customer agrees to pass on all notices to the registered participants directly.

4 Seminar prices

The seminar prices can be seen in the current seminar catalog or at the following website:

<http://www.abb.de/abbuniversity>.

The prices are net prices. They apply for each participant and do not include the relevant sales tax or other local applicable taxes at the location of the seminar.

The seminar prices include the costs for the required equipment, participant's training material as well as food and drink during breaks on training days. The scope of services is described in the seminar description or, for customer-specific training, in the individual agreements.

Other costs related to the seminar and its participation (especially travel and overnight costs) are carried by the participant or customer. A no-show or partial participation in a seminar does not qualify for a reduction in the seminar price. In the case of a delay in the payment, TC reserves the right to charge an interest for delay at 8% above the current base rate, irrespective of other or continuing rights or claims.

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Telefax: +49 69 7930 4652
Internet: <http://www.abb.de>

Head Office:
Mannheim
Registry Court:
Mannheim
Commercial Register No.:
HRB 10 111
USt-IdNr.: DE 814 145 656
Tax number: 38180/10046

Chairman of the Supervisory Board:
Hans-Georg Krabbe
Managing Board:
Carsten O'Beirne (Chairman),
Rainer Benz

Banking accounts:
UniCredit Bank AG Munich
IBAN: DE15 7002 0270 0005 7267 51
BIC: HYVEDEMMXXX
Commerzbank AG, Mannheim
IBAN: DE60 6708 0050 0686 663300
BIC: DRESDEFF670

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5 Payment conditions

For domestic customers:

The seminar prices is due upon completion of the seminar and payable within 30 days after receipt of invoice without any deductions.

For customers outside Germany:

The seminar price has to be paid prior to the seminar and shall be paid immediately without any deduction after confirmation of the seminar and receipt of invoice to the TC bank account::

Dresdner Bank AG Mannheim
IBAN: DE60 6708 0050 0686 6633 00
BIC: DRESDEFF670

All payments shall be done with reference to the seminar code, date of seminar, name of customer and name of the participants.

A confirmation of seminar is under the reservation of full and undelayed payment of the seminar price by the customer.

6 Seminar cancellation

The cancellation from a seminar must be made in writing. If the cancellation is made more than four weeks before the start of the seminar, the customer will not be charged. If the cancellation is made between two and four weeks before the start of the seminar, 50% of the seminar price will be charged. If the cancellation is made less than 2 weeks before the start of the seminar, the full seminar price will be charged. It is possible at any time, however, to name a substitute participant.

7 Cancellation / postponement by TC

TC reserves the right to cancel, postpone or relocate a seminar, even after seminar confirmation, due to insufficient demand, loss of trainer, force majeure, or due to other reasons beyond TC's control. Affected participants will be informed without delay and will receive alternative offers, where possible. Additional notification to the customer is not required. If the minimum number of required participants is not reached, the participants will receive an offer for an alternative date, where possible. If a seminar is postponed or cancelled due to any of the aforementioned reasons, TC cannot be held responsible for any charges or losses incurred.

8 Disclaimer of warranty

The information given during the training and the seminar documents, including the information given on data carrier, are didactically and technically prepared to the best of our knowledge. TC assumes no liability for possible mistakes in the information, in terms of the first sentence, and any possible subsequent damages that may occur.

Independent of the preceding paragraph, any claims for damages and reimbursement of expenses the customer may have (hereinafter referred to as "Claims for Damages"), based on whatever legal reason, including infringement of duties arising in connection with the contract or tort, shall be excluded.

The above shall not apply in the case of mandatory liability, e. g. under the German Product Liability Act ("Produkthaftungsgesetz"), in the case of intent, gross negligence, injury of life, body or health, or breach of a condition which goes to the root of the contract ("wesentliche Vertragspflichten"). However, Claims for Damages arising from a breach of a condition which goes to the root of the contract shall be limited to the foreseeable damage which is intrinsic to the contract, unless caused by intent or gross negligence or based on liability for injury of life, body or health. The above provision does not imply a change in the burden of proof to the detriment of the customer.

In addition, we assume no liability for improper conduct with the premises and training devices at the training location and/or with the customer's system. In this context, no liability shall be assumed for subsequent damages caused by incorrect operations by the TC trainer or participants.

9 Seminar documentation

The documentation gives an account of the seminar at the time it is given. TC assumes no warranty or liability for the future validity of the documentation.

TC reserves all rights for the seminar documentation including translations, reprints or other forms of reproduction or parts thereof. The seminar documentation may not be reproduced, passed on to third parties neither in its original form nor processed, locally or abroad without the written permission of TC. The software in the seminar rooms is protected by copyright and may not be copied or removed.

10 Miscellaneous

The sole place of jurisdiction for all litigation arising directly or indirectly with this contract shall be Mannheim. TC withholds the right to file a suit at the place of the customer.

For the legal relations in connection with this contract, the German Law excluding the rules of the UN Convention on Contracts for the International Sale of Goods shall apply.

If any provision of this contract is or becomes void, the remaining part of this contract shall remain unaffected. This does not apply if the adherence to the contract would constitute an unacceptable hardship for a party.

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