

Status: 6-April-2016

Terms and Conditions

Important note

These Terms and Conditions in English language are provided for your convenience and for information purposes only. In general, the Allgemeine Geschäftsbedingungen of RealSkills in German language apply.

General

RealSkills provides various services: open seminars (aka public classroom training courses), in-house seminars (individual training courses for an enterprise) and consulting.

These Terms and Conditions apply for open seminars which are offered in the Internet at www.realskills.de with prices and schedules unless specified otherwise in a written agreement between RealSkills and the customer.

Any other terms by the customer or anybody else do not apply even if not explicitly excluded.

All quotations by RealSkills are exclusively directed towards entrepreneurs according to § 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

Quotations, conclusions of a contract

Quotations submitted by RealSkills are subject to change. Thus, a contract is only effective if RealSkills confirms the participation of a customer's delegate in an open seminar in writing or renders the service.

Any additions or modifications to the quotation and subsidiary agreements at the time of contract conclusion must be made in writing.

Information, reservation and application

The booking status of open seminars can be requested using the contact data which is provided in www.realskills.de.

Non-binding reservations can be made at any time and will be kept open up to a maximum of three weeks before the seminar starts. If RealSkills has not received a binding application by that time, it reserves the right to allocate the seminar seats otherwise.

Binding applications can be submitted online via e-mail (info@realskills.de) or as a postal letter to RealSkills (RealSkills, Implerstraße 20, 81371 Munich, Germany) or by fax (+49 (0)89 14883468).

The proceeding for binding applications is as follows:

- (1) The customer sends an e-mail to info@realskills.de with the request for reservation. Alternatively, the contact form in www.realskills.de can be used. Upon receiving the reservation request RealSkills blocks the number of requested seats in the seminar for the customer provided that the maximum number of

participants has not been reached.

RealSkills responds with a reservation confirmation as application statement together with an invoice (as e-mail).

- (2) The customer signs the application statement and returns it to RealSkills either as a scan in an e-mail or as a postal letter to RealSkills or by fax.
- (3) The customer pays the invoice in full via bank transfer.
Upon successful bank transfer RealSkills sends a participation confirmation to the customer. Thus, the customer's application becomes binding for both parties.

Prices and dates for open seminars

Prices and dates as stated on the RealSkills website www.realskills.de apply for open seminars (exclusive of applicable VAT).

Seminar prices include seminar documentation, a confirmation for participating in the seminar, lunch, coffee, soft drinks and snacks.

Venues and schedules

Venue and schedules of an open seminar are indicated in the reservation confirmation as well as in the participation confirmation.

In general, open seminars from RealSkills take place in upmarket seminar hotels. The seminar information and the reservation confirmation advise about room allocations from the hotel. Room reservations and payments have to be done by the customer. Contractual conditions referring to room reservations for customers are solely subject to the customer and the hotel.

Cancellation, reschedule, absence

The customer can cancel or reschedule a seminar application at no cost up to three weeks before the seminar starts. For any cancellation or rescheduling made thereafter, the seminar price will be charged less a deduction of 10% for saved expenses.

Instead of seminar cancellation or rescheduling, the customer can send a substitute participant to the applied seminar without any extra charge.

Should a delegate with a binding application fail to attend the seminar without cancelling or rescheduling, then the invoice amount is due in full.

RealSkills reserves the right to cancel an open seminar in case of less than five binding applications three weeks before the seminar starts. RealSkills cannot be held responsible to refund traveling or hotel costs or any other consequential or secondary damage.

Terms of payment

Invoices are issued with acknowledging a reservation request. Fees for open seminars have to be paid in full before the seminar starts. Participants whose invoice has not been settled before the seminar starts may pay the due amount in cash on the first seminar day. Otherwise, the participant is not entitled to a seat in the seminar

Invoices are to be settled in full, including German VAT, indicating the invoice number and customer number. Payments are to be made in Euro to one of RealSkill's accounts specified on the invoice.

The customer bears any applicable banking charges.

Offsets are only permitted with a counterclaim declared as undisputed or legally binding.

Copyright

RealSkills reserves all rights to the seminar documentation and exercise units provided. Without written agreement by RealSkills, the seminar documentation and exercise units provided must not be reproduced, changed, translated, processed, copied, distributed or made public, not even in part or for training purposes.

Liability

The services by RealSkills are prepared and rendered by the owner of RealSkills or agents with expert knowledge and utmost accuracy. The liability of RealSkills accords to legal regulations in Germany.

RealSkills assumes no liability for the loss of customer's/delegate's property or damage to this property by third parties.

In case of a seminar cancellation due to Act of God, accident or illness of the trainer or any other unforeseeable events, there is no claim for execution. RealSkills cannot be held responsible to refund traveling or hotel costs or for any other consequential or secondary damage.

Business partners

As far as a business partner acts as an agent for joining open seminars of RealSkills, only these Terms and Conditions apply in the relationship between the customer and RealSkills.

RealSkills is not liable for any business activities of its business partner or for any promises which the business partner makes to the customer, nor for the products and services which the business partner provides under own contracts.

Act of God

In case of events that are considered to be Act of God and make it substantially difficult or impossible for RealSkills to render services, RealSkills is entitled to postpone the performance of the obligation until after the period of obstruction and an adequate transition time.

Miscellaneous

Even if any individual provision contained herein be or become legally invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions. The

invalid provision shall be replaced with an agreed valid provision which most closely reflects its intention and purpose.

Any modifications and amendments to these provisions are to be made in writing.

Legal venue

The legal venue for all cases of litigation is the official address of RealSkills, as far as the claim was made by a fully qualified merchant active in commercial trade, by a legal entity of public rights or by public contingency property.

The laws of the Federal Republic of Germany apply.

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