

TTControl S.r.l. – General Training Terms and Conditions

1. General / Scope of Application

a. TTControl offers seminars and workshops on various subjects (hereinafter also referred to as "Training").

b. These general training terms and conditions apply exclusively to all Training conducted by TTControl (hereinafter "Training Terms"). Any conflicting general business or other terms and conditions of the customer, referred to in any order, assignment given by or any other documents of the customer, are hereby expressly rejected and shall not be accepted, not even if TTControl carries out a Training without having explicitly restated such rejection. All contracts together with amendments and additions thereto and all amendments and additions to these Training Terms must be agreed in writing.

2. Offer, registration and order

a. The details of and participation (registration) in Training and any special terms and conditions are to be agreed separately in writing (for which fax or E-Mail is sufficient). All offers, internet presentations, catalogues, etc. are not binding on TTControl, unless otherwise stipulated.

b. In the case of Training conducted pursuant to a customer's order, the order shall constitute registration.

c. A binding Training offer made by TTControl may only be accepted by the customer within 10 days from receipt; later acceptance shall be deemed to be a counteroffer of the customer, which becomes binding only on written confirmation by TTControl.

3. Price and Payment Terms

a. The participation fees are exclusive of VAT

b. The participation fees are payable without deductions 30 days after receipt of the invoice issued by TTControl unless otherwise agreed. On joining and/or departing early from an event a rebate/partial refund of the participation fee shall only be payable at the sole discretion of TTControl.

c. In the event of late payment TTControl may as necessary exclude the defaulting participants from the event or, in the case of Training ordered by a customer, cancel the Training concerned or charge default interest.

4. Cancellation

Cancellations must be made in writing (for which fax or E-Mail is sufficient). Unless otherwise agreed in writing, the following shall apply: TTControl may issue an invoice for 25% of the course costs if cancelled 3 weeks or more before the commencement of the event, for 50 % if cancelled between 3 weeks and 1 week before the commencement of the event and for 100%. If cancelled 1 week or less before the commencement of the event.

5. Event cancellations, alterations

a. TTControl reserves the right to cancel or postpone an event at any time at its sole discretion, if this becomes necessary for organisational or technical reasons (e.g. illness of the presenter, insufficient participation numbers etc.). In case the event is postponed, TTControl shall propose to the customer /participants an acceptable alternative date for the Training. Claims (incl. reimbursement of expenses incurred, damages etc.) may not be made by the customer /participants due to the postponement or cancellation except as expressly provided herein below.

In case the event is completely cancelled, any participation fees/charge already paid for the event shall be refunded to the respective participants/customer without deduction. Any Training documentation already distributed to participants/customer must

in this case be returned to TTControl immediately. Notwithstanding the aforementioned, in the event that distributed Training documentation is not returned the amount of the refund will be reduced accordingly.

b. TTControl may change presenters without entitling the customer /participants to withdraw from the contract or to a reduction of the participation fees /agreed remuneration.

6. Rights over documentation

TTControl reserves all rights over documentation provided by TTControl in the course of the event. The customer /participant is not entitled to reproduce, edit or distribute this to third parties, or make it accessible to third parties in any other way.

7. Duties

a. The customer shall perform its duties on time.

b. In case Training takes place at the customer's premises, the customer shall make available the necessary infrastructure (incl. premises) and technical equipment free of charge.

8. Warranty and Liability

a. TTControl does – to the extent permitted by applicable law - not accept any liability for participants' personal belongings including learning materials already provided.

b. TTControl does – to the extent permitted by applicable law - not assume any warranty and/or liability in relation to the use of knowledge obtained through TTControl or the accuracy, completeness and up-to-dateness of the contents of the documentation provided. Furthermore TTControl assumes no warranty and/or liability for printing or typing errors.

9. Confidentiality, data protection

a. On registration the customer agrees that the personal data provided in connection with the TTControl Training (business name, business email address, business address, business telephone number, information concerning Training attended) may be used by TTControl S.r.l., TTControl GmbH, TTTech Automotive GmbH and/or TTTech Computertechnik AG, to inform the customer by post and/or by email concerning further training offered by TTControl S.r.l., TTControl GmbH, TTTech Automotive GmbH and/or TTTech Computertechnik AG. This agreement may be withdrawn at any time.

b. If TTControl obtains knowledge of customer's business secrets or of information designated in writing as confidential during the Training, TTControl undertakes to use this only for the purposes of carrying out the Training and to keep it confidential for 5 years from the date of obtaining such knowledge, unless otherwise contractually agreed. This obligation does not apply if TTControl is already aware of the confidential data when it comes to their attention or is aware of it independently of the Training.

c. Participants/customer acknowledges and agrees that all information provided to the participants/customer in connection with the Training relating to TTControl products and/or know-how is strictly confidential irrespective of whether it is marked as such or not.

10. Applicable Law, Jurisdiction

a. These Training Terms shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws of the Republic of Austria, without regard to conflicts of law principles. The parties hereto specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods

(UNCISG) to these Training Terms and to any other agreement between the Parties entered into in connection with these Training Terms.

b. The competent court of Vienna shall have exclusive jurisdiction.

11. Severability Clause

If any provision of these Training Terms or of a contract concluded between participator/customer and TTControl in connection with a Training is or should become illegal or unenforceable, the remaining provisions shall not be affected. An illegal or unenforceable provision must be replaced with valid and enforceable provisions, with which the intended aim can be achieved; the same applies to contractual loopholes.