

§ 1 General Terms, Scope

(1) The following General Terms and Conditions for CBT apply to all contracts concerning computer-based training programmes (e.g. OTS Operator Training System), henceforth known as “CBT Products” between STI Security Training International GmbH, henceforth known as “STI GmbH” and the party to the contract, henceforth known as the “buyer” and apply exclusively; conflicting or additional terms and conditions made by the buyer are expressly excluded. These will only be recognised if STI GmbH has given express written consent to them in whole or part.

(2) These General Terms and Conditions also apply for all amendments and additions to the contract and to all future contractual agreements for CBT products between STI GmbH and the buyer without the necessity of any notice to that effect.

§ 2 Contractual arrangements, Conclusion of contract

(1) Contracts shall be concluded between STI GmbH and the buyer (party to the contract). Buyers can be natural or legal entities.

(2) An order can only be made in written form (e.g. letter, fax, email). The contract becomes binding following STI GmbH's written (e.g. letter, fax, email) declaration of acceptance (order confirmation). Confirmation will generally be given within two weeks of receiving the order.

(3) The buyer is required to provide personal data prior to conclusion of the contract. The buyer knows and consents to the fact that identifying information which is necessary for the handling of the order is stored on STI GmbH's data carriers. The buyer hereby expressly consents to the collection, processing and use of his personal data. The stored data will be treated confidentially by STI GmbH. Collection, processing and usage are in compliance with the Federal Data Protection Act and the German Telemedia Act and will not be passed on or sold to third parties for advertising purposes.

§ 3 Prices, Delivery Time and Terms of Payment

(1) Prices quoted by STI are ex works plus packing and shipping charges and plus currently valid VAT where applicable.

(2) Payments are to be made free of charge and without deductions to STI GmbH's account. Unless otherwise agreed in writing (e.g. letter, fax, email), payment is due within 14 days within receipt of the invoice.

(3) If the installation and initial operation of a CBT product is to be carried out on the buyer's premises by staff appointed by STI GmbH, henceforth known as “technician”, and if not otherwise agreed in writing (e.g. letter, fax, email), the buyer shall, in addition to the agreed costs for the CBT product, bear all necessary expenses such as e.g. travel expenses, adequate accommodation expenses for technicians assigned by STI GmbH, transport costs for (work) material or personal luggage and allowable expenses.

(4) In the event of late payment, STI GmbH is entitled to charge default interest at the current statutory rate of 5 % above the prevailing base rate. As far as the buyer is not a consumer as defined by the German BGB, the statutory default interest rate is currently 8 % above the base rate. STI GmbH reserves the right to make further claims for damages.

(5) Delivery times and deadlines are always non-binding. Partial deliveries are permissible.

§ 4 Offset and rights of retention

Offset on behalf of the buyer is only approved insofar as the counterclaim is undisputed or has been legally established. The buyer is only entitled to exercise his right of retention when the counterclaim is based on the same contractual relationship.

§ 5 Scope of services

(1) The contents and scope of the CBT product are defined in STI GmbH's individual specifications which are subject of the agreement. The installation of the CBT product is carried out by the buyer, unless otherwise agreed in writing.

(2) STI GmbH provides a hardlock (dongle) together with the CBT product with an integrated licence key for the use of the software, henceforth known as “Right of Usage” (see §6 of these terms). Unless otherwise agreed in writing, in the event of loss of the hardlock (dongle) with the integrated licence key a replacement can only be provided on payment of the full purchase price.

(3) STI GmbH provides all services itself and with the assistance of its employees. STI GmbH is also entitled to provide the services with the help of freelance staff.

§ 6 Rights to licenced material, rights of usage

(1) The buyer acquires the non-exclusive, non-transferable right of usage to use the CBT product and the related documentation for an unlimited time.

(2) Unless otherwise agreed in writing (letter, fax, email), the buyer is entitled to install the CBT product on any compatible computer, providing the CBT product is installed on only one computer at any time and that the buyer is in possession of the original CBT product. The CBT product is classed as “installed” if it is loaded to the random access memory (RAM) or installed on an electronic storage medium (e.g. hard disk etc.).

(3) Without STI GmbH's written consent, the buyer is not permitted to make copies of the documentation, the CBT product or the backup above and beyond the authorisation stated above. Likewise, he is not permitted to rent, lease or otherwise make the CBT product or the documentation available to third parties for commercial use, nor to sub-licence or make available or pass on to third parties in any way not specifically authorised. Amendments, modifications, retranslation or any man-

ner of further use or development or other form of processing of the CBT product or the documentation are not permitted.

(4) All other rights to the CBT product such as trademarks, copyrights, other intellectual property rights, trade secrets etc. are not transferred to the buyer but remain solely and exclusively those of STI GmbH, with reference to §§ 11, 12 of these terms.

§ 7 Buyer's obligations

(1) The buyer is to cooperate closely with STI GmbH in all matters relating to the CBT product.

(2) On STI GmbH's request the buyer is obliged to supply all necessary information in due time, data, documents, permits, official authorisations or clearances and to inform STI GmbH about the equipment used (hardware, software, operating system etc.). The equipment must be in accordance with STI GmbH's specifications.

(3) In his area of responsibility, the buyer is to create the necessary conditions to enable STI GmbH to carry out its services without hindrance; in particular the buyer is obliged to provide all necessary materials, items and devices which are necessary in order to install and begin operation of the CBT product, such as hardware, software, operating system etc.

(4) If the buyer breaches the obligations stipulated above and if as a result delays and additional expenses occur, STI GmbH is entitled to demand both a corresponding increase in compensation and adjustments to the schedule, if such a schedule for the delivery of services has been agreed. The right is reserved to enforce claims for compensation. Likewise the rights arising from § 10 (1) and (2) remain unaffected.

§ 8 Transfer of risk

The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon delivery; in the case of a sale by dispatch, upon delivery of the goods to the forwarding agent, the carrier or any other person or institution charged with the execution of the shipment. At the buyer's request in written form (e.g. letter, fax, email) the shipment will be insured against the usual transport risks at his expense. If the buyer defaults on acceptance, this shall be deemed equivalent to delivery in terms of the transfer of risk.

§ 9 Retention of title

(1) STI GmbH retains title of ownership for the CBT product until the purchase price has been paid in full.

(2) For the duration of the retention of title the buyer may not pledge the retained goods or use them as security. In the case of pledges, seizure or other acts or interventions by third parties, the buyer is to inform STI GmbH immediately.

(3) Should STI GmbH demand the CBT product with reference

to its retention of title, the buyer's rights of usage shall expire.

§ 10 Cancellation/Termination

(1) STI GmbH reserves the right to cancel the contract if the buyer does not provide the necessary information, data, documents, permits, official authorisations or clearances, or if the buyer does not adhere to the agreed terms of payment or other obligations as defined in § 7 of these Terms and Conditions within a set time period despite being requested to do so.

(2) If the installation and initial operation of a CBT product is to be carried out on the buyer's premises by a technician appointed by STI GmbH, STI GmbH reserves the right to replace the technician with an equally qualified one should this become necessary and, if schedule alterations become necessary for valid reasons, to change the time and/or location at short notice, provided such changes are reasonable. In such cases STI GmbH will endeavour to inform the buyer about the changes in a timely manner. Provided that the changes do not fundamentally jeopardize the objective of the services, the buyer is not entitled to termination or withdrawal from the contract nor to reduction of the purchase price as a result of the said changes.

(3) The right to extraordinary termination for good cause remains unaffected.

§ 11 Industrial property rights, property rights

(1) All CBT products and/or STI GmbH publications such as technical specifications, data, (product) documentation etc. are protected by copyright laws. The buyer has the right to use the information and materials which he receives in the course of the services booked and paid for by him to the extent and for the purpose agreed in §6.

(2) The buyer is not authorised to pass on or distribute STI GmbH's CBT products and/or materials e.g. technical specifications, data, (product) documentation etc. to third parties or to duplicate them for third parties free of charge or in exchange for payment. The buyer is herewith cautioned that any breach of copyright or industrial property rights will lead to claims for compensation and the duty to cease and desist and can moreover lead to criminal prosecution.

§ 12 Trademarks and copyright notices

The buyer is not permitted to remove any copyright notices, trademarks or other legal reservations in the data, programmes, documents etc. He is obliged to ensure acknowledgement of authorship thereof.

§ 13 Liability

(1) Claims for damages against STI GmbH, no matter what their legal basis, in particular due to infringement of obligations arising from the contractual relationship and from tort, are excluded. This limit of liability does not apply in the case of breaches of the German Product Liability Act, or in the case

of intent, gross negligence or due to loss of life, bodily injury, damage to health or in the case of breach of significant contractual obligations where there is mandatory liability. Liability for breach of fundamental contractual obligations is limited, however, to the amount of reasonably foreseeable average immediate damage typical for the kind of services, unless there is mandatory liability for the legal grounds given above.

(2) STI GmbH bears no liability for damages caused during shipment.

§ 14 Place of performance and jurisdiction

(1) The sole place of performance is Wiesbaden. Place of jurisdiction is STI GmbH's registered office, provided the buyer is a general merchant, a legal entity of public law or of a special fund under public law. The same place of jurisdiction shall apply when the buyer has no general place of jurisdiction within the Federal Republic of Germany, has transferred his domicile or customary place of residence from Germany abroad after conclusion of the contract, or his domicile or customary place of residence is not known at the time when the suit is filed. In all other cases, for all claims of STI GmbH against the buyer the place of residence of the buyer shall be regarded as the place of jurisdiction, provided the buyer is a non-merchant.

(2) STI GmbH can also take legal action against the buyer at any other legal place of jurisdiction.

§ 15 Law on the International Sale of Goods

German law is applicable and the UN Convention on the Sale of Goods is excluded.

§ 16 Invalidity

If any provision of this contract prove to be invalid as a whole or in part, the remaining contract remains in full force and effect. In the case of such invalidity, the contract partners will agree to a valid replacement provision that most closely resembles the invalid one. The same goes for the omission of a provision.

§ 17 Verbal additional agreements

Verbal additional agreements do not exist.

§ 18 Information

All information, agreements, notifications and/or requests relating to these terms and any amendments or additions to these terms and including this clause must be made in writing (letter, fax, email).

§ 19 Changes

(1) STI GmbH reserves the right to make changes to these Terms and Conditions at any time. Proposed changes to the terms shall be addressed to the buyer in writing (letter, fax, email) at least two months before they enter into force.

(2) The buyer shall be deemed to have consented unless an objection has been indicated before the proposed date of implementation. STI GmbH shall expressly draw the buyer's attention to this de facto consent in its offer. The buyer can also terminate the contract made with STI GmbH prior to the proposed date of application of the changes with immediate effect and free of charge. STI GmbH shall expressly draw the buyer's attention to this right of termination in its offer. STI GmbH is entitled to terminate the contract with due and proper notice in the event of objection or termination of the contract by the buyer. STI GmbH shall expressly draw the buyer's attention to this in its offer.

§ 20 Amendments and Replacements

Should one of the clauses be found invalid, STI GmbH reserves the right within the framework of changes to the General Terms and Conditions to supplement or replace the condition with applicability to existing contracts; in the event of amendment to a legal provision or high court legislation, if as a result of such amendment one or more terms of the contract are affected, STI GmbH may adapt the affected terms in such a way that they comply with the purpose of the amended legislation, provided the buyer is not disadvantaged by the new or changed terms as compared with the original conditions.

Information about right of revocation for consumers

If you are a consumer you have a right of revocation

Right of revocation

You may revoke your contractual agreement without stating reasons within 14 days in writing (e.g. letter, fax, email) or – if the goods have been sent to you before the end of the deadline – by returning the goods. The time limit commences after receipt of this notification in writing, but not prior to delivery of goods to the recipient (for repeat deliveries of similar goods, not prior to delivery of the first consignment) and not before STI GmbH has fulfilled its obligation to provide information as defined in Article 246 §2 in conjunction with §1 (1) and (2) of the Introductory Act to the Civil Code (“EGBGB”) as well as our duties under §312g (1) sentence 1 of the Civil Code (“BGB”) in conjunction with Article 246 § 3 EGBGB. Timely despatch of revocation or of the goods shall suffice to meet the revocation deadline. The revocation is to be addressed to:

STI Security Training International GmbH
Steinmuehlenweg 5
D-65439 Floersheim
Germany

Tel.: +49 6145 59991 - 0
Fax: +49 6145 59991 - 69
Email: sales@sti-training.com

Consequences of revocation

In the event of a valid revocation any mutually received benefits are to be returned and any profit derived therefrom (e.g. interest) shall be returned. If the benefits and profit derived (e.g. benefits of use) cannot be returned in their entirety or partially or only in worse or diminished condition you will have to reimburse us for the value of the benefit. This may mean that your contractual payment obligations for the period up to revocation must nevertheless be fulfilled. You are only obliged to reimburse us with the value of the benefit in the event of deterioration in the condition of the goods and any profit derived if the profit derived or the deterioration were caused by usage that went above and beyond testing the features and functionality of the goods. “Testing the features and functionality” is defined as testing and trying out the goods in a way which would have been possible and normal for a consumer in a shop. Goods which can be sent as a parcel may be returned at our risk. You are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned does not exceed EUR 40, or in case of a higher price, if you have not paid the purchase price or the contractually agreed instalment at the time of cancellation. Otherwise you shall not be required to pay for the return delivery. Goods which cannot be sent as a parcel shall be collected from your premises. Obligations to reimburse payments must be met within 30 days. This time limit begins for the buyer upon sending notice of revocation or on returning the goods, for STI GmbH upon receipt thereof.

End of the information about rights of revocation

This text is a translation only. In the case of any litigation the original German text always applies.