

## **§ 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-





