

### § 1 General Terms, Scope

(1) The following General Terms and Conditions for consulting apply to all contracts concerning consulting services, henceforth known as "Consulting" 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 explicit written consent to them in whole or part.

(2) These General Terms and Conditions also apply for all additions and changes to the contract and to all future contractual agreements 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. The buyer can receive the services agreed upon in the contract in person or appoint another suitable person/other suitable persons (e.g. member of staff) to receive the services. In this case the buyer, however, remains the contractual partner and is fully responsible for the actions of the person(s) appointed by him unless a separate contract is made with the designated person.

(2) STI GmbH reserves the right to reject a person appointed by the contractual partner if it has sufficient grounds to do so. These rights apply to the entire term of contract. In this case the buyer can decide to appoint a different person or to withdraw from the contract with regard to the appointed person. In this respect we refer to §§ 6, 7 of these General Terms and Conditions in particular.

(3) The commissioning of consulting (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.

(4) 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 and Terms of Payment

(1) Prices quoted by STI GmbH include 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 upon receipt of the invoice.

(3) When consulting is not carried out on STI GmbH's premises and if not otherwise agreed in writing (e.g. letter, fax, email), the buyer shall, in addition to the agreed costs for consulting, bear all necessary expenses such as e.g. travel costs and expenses, adequate accommodation expenses for staff assigned by STI GmbH, transport costs for information material and/or personal luggage and allowable expenses. All consulting expenses and/or additional costs incurred will henceforth be known as compensation.

(4) STI GmbH is entitled to demand evidence of payment of the agreed compensation (e.g. deposit slip) prior to beginning consulting.

(5) 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. When 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.

### § 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 scope, form and subject of the consulting services are defined in STI GmbH's respective individual specifications which are subject of the agreement.

(2) The buyer can inform himself about the scope, form and subject of the services in the material provided by STI GmbH or on the website. Alternatively, the services may be developed and/or individually agreed in cooperation with the buyer. In the case of customised services the individually agreed concept applies.

(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.

(4) STI GmbH is entitled to undertake changes to the service contents for technical or other reasons, such as e.g. necessary updates, further development and/or didactical optimisation, provided that the essential character of the services is not altered. Moreover, STI GmbH reserves the right to replace the consultant 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 of the con-





