

General Terms and Conditions Con4Tech GmbH – “ICE2L e-Learning”

Preamble

These General Terms and Conditions regulate the contractual relationship between Con4Tech GmbH (hereinafter referred to as “Con4Tech”), Ingendorfer Strasse 27, 50259 Pulheim and the customer, with respect to participation in the ICE2L training programme described in more detail in the service specification.

A. General Provisions

I. Contractual Partners

1. The contractual partners in the context of these Terms and Conditions are Con4Tech and the Customer. The person currently authorised to act on behalf of Con4Tech are shown on the masthead of the homepage at <http://www.con4tech.com>.

2. Users

Participation in the training programme by persons who are not customers (hereinafter referred to as “Users”) is permitted. A User is specified either by the Customer on the order form for an individual order or, in the case of collective orders, by registration and activation of the key code by Con4Tech.

II. Subject Matter of the Contractual Relationship

1. Subject matter and part of the contractual relationship between Con4Tech and the Customer is the participation in the ICE2L Training Programme via the Con4Tech internet portal described in more detail in the service specification.

2. The order confirmation, Terms and Conditions, service specification and price list together make up the entire contract between the contracting parties. They replace any earlier agreements between the contracting parties in relation to the subject matter of the contract. The Customer’s General Terms and Conditions are expressly excluded.

III. Conclusion of the Contract

The contract shall come into effect on acceptance of the order form, completed and signed by the Customer and received by Con4Tech by fax, which acceptance shall be indicated by way of Con4Tech’s order confirmation.

IV. Rights and Duties of the Customer

1. General Conditions for Participation

1.1 Con4Tech shall provide the Customer and/or User with access to the training programme described in the service specification, such access is described in more detail in the order confirmation.

1.2 The Customer must ensure that he can meet the technical requirements for participation in the Con4Tech training programme set out in the service specification.

2. Data

The Customer is always responsible for correct entry of the data required for effecting the contract and/or using the service. If possible, changes to this data must be entered immediately by the Customer online, or must be communicated in writing to Con4Tech.

3. Passwords

3.1 The Customer must ensure that all participants in the ICE2L training programme specify a password to prevent use by unauthorised persons.

3.2 Passwords may not be passed on to third parties and must be stored where they may not be accessed by third parties. Where there is reason to believe that

unauthorised persons have gained access to a password, the password must be changed immediately.

3.3 The Customer shall ensure that, where the ICE2L training programme is being used by way of the central network access of a local network, the local network cannot be accessed by unauthorised persons. In addition, the Customer must ensure that participants only store or transmit their passwords in digital media and local radio networks in encrypted form. The protective mechanisms (e.g. data encryption) used in this regard must be state of the art.

3.4 Where a false password is entered repeatedly, this may lead to the service, for which this password applies, being blocked for use. Information as to whether this will happen and after how many false entries is contained in the service specification.

4. Contents

4.1 Where the term “Contents” is used in this document, it refers to all files, pictures, graphics, videos or other information which can be accessed and/or circulated via the technology provided.

4.2 The Contents, or parts thereof, may not be edited, copied, circulated, shown in public, used as advertising or otherwise employed in any form for a purpose outside that which has been contractually agreed, subject to the prior express written consent of Con4Tech.

5. Consequences of a Breach of Duties

5.1 Con4Tech shall not be liable for damages resulting from a breach of duty, for which the Customer is responsible, and which could have been avoided if the duty had been complied with.

5.2 In the case of substantial breaches of the Customer’s duties, as well as there are substantial grounds for suspecting a breach of duty, Con4Tech shall be entitled to block the training services.

V. Payment

1. The Customer shall pay the price specified in the price list.

2. Payment shall be due net (without deductions) on issue of the invoice. In the event of default, default interest for the year shall be charged at a rate of 8 percent above base rate. The right to charge interest at a higher rate is reserved.

3. In the event of default on payment, Con4Tech shall be entitled to defer continued performance of the current assignment until payment is made and demand payment in advance in respect of the remaining performance. The same applies where there is reason to believe that the Customer is insolvent.

4. The Customer shall have no right of set off or right of retention insofar as his counter claims have not been upheld by the court, accepted or are undisputed.

VI. Liability

1. Customer

The Customer shall be personally and directly liable where he is responsible for a breach of third party rights. The Customer shall be obliged to indemnify Con4Tech in the case of justified claims by the third party unless he can prove that he was not responsible for the breach of duty which gave rise the damage.

2. Con4Tech

2.1 Con4Tech shall be liable for damages in accordance with the statutory provisions insofar as the breach of duty attributable to the company is the result of intent or gross negligence or of the breach of a material contractual obligation; in this case damages shall be limited to foreseeable loss which typically occurs in such cases.

2.2 In other respects liability is excluded. Liability under the Product Liability Act shall remain unaffected. Liability

for death and personal injury shall also remain unaffected.

VII. Changes to Service

Con4Tech shall be entitled to change the service specification up to six weeks in advance. Con4Tech shall notify the Customer of the respective change by email or in writing. At the same time the Customer shall be expressly informed that the respective change will become part of the existing contract between the parties if the customer does not object to the change, by email or in writing, within a period of six weeks from notification of the change. If the Customer objects, either party shall have the right to terminate the contract, by email or in writing, subject to the usual notice period for termination of the contract.

VIII. Duration/Termination

1. The duration of the contract is indicated in the order confirmation.
2. The parties retain the right to immediate termination for an important reason. An important reason exists, in particular, where the Customer repeatedly commits serious breaches of contract in spite of a written warning.
3. Notice to terminate must be in writing.

IX. Additional Provisions

1. The Customer may only transfer the rights and duties under this contract to a third party with the prior written consent of Con4Tech.
2. The contractual relationship between the contracting parties shall be governed by German law with the exception of UN law on the sale of goods.
3. In the event that individual provisions of these Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions.
4. The Customer's terms and conditions that are different from or supplemental to these Terms and Conditions shall not be recognised by Con4Tech.
5. Insofar as the customer is a trader, a legal entity governed by public law or a public law entity with special public funds the court with exclusive jurisdiction shall be that for the area of the Con4Tech registered office. Con4Tech also reserves the right to bring proceedings against customers in the court with general jurisdiction over their location.

Date: February 2006