### **Terms and Conditions for Seminars**

Of the company EKH – EyeKnowHow, owner Hermann Ruckerbauer (hereinafter referred to as EKH)

#### 1) Registration

For all seminars a written registration via e-mail, Fax or letter is required. A reservation by phone is valid until 14 days before the seminar. Then we have the right to assign the place to somebody else. The places will be assigned in order of the application. If the number of applications is higher than the places (30 if not differently mentioned) we try to provide a second seminar and distribute the participants. If the number of applications is less than the minimum places (10 if not differently mentioned) we reserve the right to cancel the Seminar.

### 2) Invoice and Payment

The invoice will be sent after application, if possible 2 Weeks before the Seminar. Payment has to be executed latest at the first day of the Seminar. If more than one employee from the same company joins we offer some discounts. Please contact us directly.

# 3) Cancellation

In case of a cancellation the following refunds are given

- Cancellation 21 Days before the Seminar: 100%
- Cancelation 14 Days before the Seminar: 50%
- Cancelation less than 14 days: 0%

Of course a replacement participant can visit a booked Seminar.

#### 4) Liability

EKH is not liable for any Accidents and damage, loss or theft of any own devices (e. g. computers) or vehicles.

The seminar papers can include data of technical specifications. These are as far as possible up to date, but are used only as example. The correct and valid data has to be read from the official specification.

# 5) Seminar Documentation

It is not allowed to copy/reproduce party whole or part of the seminar documentation or forward to a third without written permission of EKH.

# 6) Place of fulfillment and place of jurisdiction

Place of fulfillment for both parties to the present Agreement is the Registered Office of EKH at Veilchenstrasse1, 94554 Moos.

Place of jurisdiction is the Registered Office of EKH in D-94554 Moos.

# 7) Other provisions

Oral side agreements shall not be effective unless confirmed in writing. Amendments and supplementary provisions to the present Agreement shall not be valid unless made in writing. The same shall apply in respect of the present written form clause. In the event that individual provisions contained within the present General Terms and Conditions shall be invalid or unenforceable or in the event that the present General Terms and Conditions contain gaps in provision, this shall be without prejudice to the other provisions herein contained. The parties shall agree to replace such an invalid or unenforceable provision by a provision which is valid and enforceable and which as closely as possible reflects the objective and purpose the parties had pursued via such an invalid or unenforceable provision. By ordering our service, you are deemed to have accepted our General Terms and Conditions. In case of a conflict between our and your General terms and Conditions the EKH General Terms and Conditions shall prevail.