

General Terms and Conditions

General Terms and Conditions of DB Training, a DB Mobility Logistics AG company, for the organisation and execution of seminars and other events.
(Correct at 01.01.2009)

1 Subject

All services provided by DB Training in the above sectors shall be effected pursuant to the terms and conditions stated below, excluding any divergent terms and conditions of the customer, unless otherwise expressly specified by the parties in a separate written agreement.

The validity of any general terms and conditions of the customer is expressly ruled out. The customer's general terms and conditions shall not be applicable even if this is not expressly stated by DB Training in any individual case.

2 Performance by DB Training, Validity of the Agreement

2.1 The subject matter of the agreement shall be governed by the descriptions stated in the current range of DB Training products and services or – in the case of individually agreed seminars / events – in the written offer submitted by DB Training and the confirmation of registration by DB Training.

2.2 The agreement shall come into force on confirmation of registration by DB Training.

2.3 If the participant is a consumer, he shall be entitled to cancel his registration by submitting written or electronic notification within a period of 14 days of signing the agreement. In that case, the participant shall be obliged to return any training material already received, provided the value of the material exceeds EUR 40, to DB Training at his own expense.

2.4 The participant is entitled to appoint a substitute participant free of charge up to the date on which the seminar/event begins, provided that the substitute participant satisfies the conditions of attendance. The substitute participant shall be obliged to submit a separate, binding registration. In that case, the substitute participant shall not be obliged to pay any additional re-booking fee.

2.5 The employee entrusted by DB Training with organisation of the seminar and the presenter are entitled to issue instructions to the customer / participants and to exercise domiciliary rights.

3 Change of Time, Date or Venue

DB Training is entitled to change the venue and/or time and date of seminars/events or, if necessary, to cancel events at short notice. In case of cancellation, DB Training shall offer alternative dates. If no suitable date can be found, DB Training shall refund any sums which have already been paid. The customer/participant shall be entitled to claim compensation only pursuant to the provisions set forth in Sections 9 and 10.

4 Cancellation, Notice of Termination

4.1 The customer / participant is entitled to cancel the agreement by submitting written notification up to four weeks prior to commencement of the seminar / event.

4.2 In case of cancellation up to two weeks prior to commencement of the seminar / event, the customer / participant shall be obliged to pay a cancellation fee amounting to 50 % of the price stated in the agreement. The full price stated in the agreement will be charged in case of cancellations after that date. Basis for the cancellation fee payable shall be the date on which DB Training receives the written notice of cancellation. The full price of the event will be charged if the participant fails to attend the event without prior notice. The foregoing sentences 1 and 2 shall not apply if the participant is a consumer who has cancelled his registration by submitting written or electronic notification 14 days of signing the agreement, in which case Section 2.3 shall apply.

4.3 The foregoing provisions shall not affect the parties' right to terminate the agreement for good cause. Good cause for termination by DB Training shall be in particular if a customer/ participant continues to disrupt the course of the seminar / event despite a warning, fails to attend lessons regularly and

shows unsatisfactory achievements, damages or destroys DB Training premises and/or equipment or if the customer / participant behaves in any other way which means that DB Training, the presenter or the other participants cannot reasonably be expected to continue the event.

5 Prices, Terms of Payment, Offsetting

5.1 Prices shall be charged on the basis of the price lists valid on the date of registration / placement of order (all prices are stated in Euros and exclusive of VAT).

5.2 The price stated in the agreement includes the documents distributed to the customer / participant and the use of any technical equipment required for the seminar / event. Prices do not include the participants' travel or accommodation expenses, nor board and lodging. If accommodation and board are to be provided by DB Training, the prices for such services shall be specified in a separate agreement.

5.3 Attendance at only part of any seminar / event does not entitle the customer / participant to reduce the price.

5.4 In case of default in payment, DB Training is entitled to refuse the participant admission to the event and to grant admission again only when the arrears have been settled in full.

5.5 The customer / participant is entitled to offset claims of DB Training only if his counterclaim is undisputed or has been deemed final by a court of law.

5.6 As a general principle, invoices for seminars / qualification courses which are part of DB Training's open seminar programme shall not be issued until after commencement of the seminars / qualification course; in the case of courses which consist of several parts, the invoice shall be issued after commencement of the first part. Attendance at only part of the seminar / qualification course does not entitle the customer / participant to reduce the price.

6 Retention of Title

All documents supplied to the customer / participant shall remain the property of DB Training until full payment of all claims arising from the agreement with the customer / participant. This retention of title shall also apply to any files supplied on data carriers or online.

7 Performance by Third Parties

DB Training is entitled to have performance rendered by third parties.

8 Property Rights, Copyright and Rights of Use

Unless otherwise specified in the offer, the customer / participant shall be granted an unlimited, irrevocable, non-transferable and non-exclusive right to use the documents supplied within the scope of the agreement for use by the customer / participant on his own premises. All property rights and other rights of use shall remain the sole property of DB Training or any other holders of the corresponding copyright. Copyright notices, trade marks and brand logos must not be removed.

9 Liability

9.1 Liability shall be governed by the statutory regulations unless otherwise specified below.

9.2 DB Training shall be liable for loss or damage to any objects brought into the premises of DB Training only within the scope of Section 702 German Civil Code ["BGB"]. No further liability whatsoever will be assumed.

9.3 No claims for compensation by the customer / participant, regardless of the legal grounds, shall be accepted, in particular claims owing to infringement of the law of obligations or for tort. The foregoing provision shall not apply if liability is compulsorily prescribed by law, for example pursuant to the Product Liability Act, in case of wilful or gross negligence, personal injury, assumption of a guarantee for the quality of an item or the infringement of material obligations under the agreement. Any right to compensation owing to simple infringement of material obligations under the agreement shall however be

limited to the typical foreseeable damage in connection with this type of agreement.

10 Statutory Limitation

All and any claims of the customer / participant – regardless of the legal reasons – shall become statute barred after 12 months. Claims for compensation shall be governed by the statutory regulations.

11 Additional Terms and Conditions governing Overnight Accommodation on DB Training Premises and Rental of Function Rooms

11.1 The customer / participant is not entitled to the provision of specific hotel rooms or function rooms unless the provision of these rooms has been expressly confirmed by DB Training. If hotel rooms or function rooms which have been confirmed as above are not available for any reasons whatsoever, DB Training shall be entitled to arrange for a reasonable equivalent substitute, also outside DB Training premises.

11.2 Changes of bookings and cancellations of hotel or function rooms by the customer / participant shall be governed by the provisions of Section 4.

11.3 Booked hotel rooms will be available for the customer / participant as from 15.00 h on the day of arrival until 09.30 h on the day of departure from Mondays till Saturdays. Unless a time of arrival has been expressly agreed, DB Training reserves the right to allocate hotel rooms to other parties after 18.00 h on the day of arrival.

11.4 The customer / participant is permitted to take food and drink into hotel and/or function rooms only with the prior consent of DB Training.

11.5 The installation of decoration material or other items in hotel and/or function rooms is not permitted without the consent of DB Training. The participant / customer shall reimburse DB Training for any damage to the furnishings or fittings or for any technical faults caused by the customer / participant during the period of use or during installation and dismantling, unless he proves that he was not responsible for the damage.

11.6 Any faults in technical equipment or other facilities provided shall not entitle the customer / participant to reduce the agreed rental price.

11.7 The use of hotel and/or function rooms after the period stated in the agreement is permissible only pursuant to a separate agreement with DB Training. If any rooms are used without such an agreement, use will be charged at the rate of the rental which was specified for the period stated in the agreement.

12 Miscellaneous

12.1 DB Training is entitled to transfer rights and obligations under this agreement to an associated company as defined in Section 15 Germany Companies Act ["AktG"] without the consent of the customer.

12.2 The invalidity of any individual provisions of this agreement shall not affect the validity of the other provisions or of the agreement as a whole. In that case, the parties shall be obliged to replace the invalid clause by a provision which comes as close as possible to the economic purpose of the invalid provision.

12.3 No subsidiary verbal agreements exist. Any amendments and/or addenda to this agreement must be made in writing.

12.4 The contractual relationship between the parties shall be governed by German law.

12.5 Legal venue for all and any disputes arising from this agreement shall be the registered office of DB Training, provided that the order was placed by a business enterprise, a legal entity under public law or a special asset under public law.