

Terms and Conditions for the Online Shop of B.I.A.N. Services GmbH

1. Scope

- 1.1 These general terms and conditions (hereinafter “GTC”) apply to all offers, sales contracts, deliveries and services made on the basis of any orders by our customers (“Customers”) through our online shop under www.bian-services.com (the “Online-Shop”).
- 1.2 Your contracting partner and Online-Shop Operator is:
B.I.A.N. Services GmbH
Adress: c/o Schulte Riesenkampff Rechtsanwaltsgesellschaft mbH,
Neue Mainzer Str. 28, 60311 Frankfurt am Main, Germany;
Managing director: Johan Frederik Govert Tesselaar;
Registered with the commercial register of the local court (Amtsgericht)
Frankfurt am Main under HRB 104773;
E-mail: shop@bian-services.com
VAT-ID: DE310905149

(hereinafter referred to as “BIAN”, “we” or “us”)
- 1.3 The product and service offerings in the Online-Shop are directed to business customers in the meaning of Sec. 14 of the German Civil Code, i.e. an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity, a legal person under public law or a special fund under public law, but in each case only to end users.
- 1.4 Any order placed via the Online-Shop shall exclusively be governed by the GTC. The version of the GTC effective and made available at the time of the placing of an order shall apply. The Customer has the possibility to print and/or download the GTC on a durable medium in the course of each ordering process. We recommend the customer to read and print the GTC for each ordering transaction.
- 1.5 Standard terms and conditions of the Customer do not apply, regardless of whether or not we expressly object to them in a particular case.
- 1.6 With the placement of an order, the Customer accepts the GTC. If the Customer does not accept the GTC, an order may not be placed via the Online-Shop.
- 1.7 Our contracts with the Customer shall be made exclusively in the English language in the Online-Shop.

2. Ordering process and conclusion of contract

- 2.1 An order may only be placed if the Customer registers in the Online-Shop and sets up a user account. For more information relating to the user account, please refer to Sec. 11 below.
- 2.2 The presentation and advertising of products and services in our Online-Shop do not constitute a binding offer to conclude a contract. All our offerings are non-binding.
- 2.3 The Customer agrees that by placing an order in the Online-Shop, the Customer makes a binding offer to buy the products and/or services listed in his order under these GTC.
- 2.4 Following technical steps lead to the placing of an order:
 - 2.4.1 The Customer may chose product(s) and/or service(s) which can be seen on the Online-Shop and can add them to his virtual shopping basket by a corresponding click on the button “in the shopping basket”, if he wants to buy them. The Customer may examine the content of his virtual shopping basket anytime by clicking the symbol of the shopping basket. These steps are non-binding.
 - 2.4.2 During the ordering process, the Customer can also at any time delete or change the content of his virtual shopping basket, by clicking on the item “edit shopping basket”.
 - 2.4.3 If the Customer wants to buy the product or service indicated in the shopping basket, he shall click on the button “proceed to checkout”. The registration/log-in form appears on the screen, where he can create an account, indicate the e-mail and invoicing address, and additionally for supplies of products the shipping address. .
 - 2.4.4 Before completion of the ordering process, we enable the Customer to check his order for type or other input errors and to correct those.
 - 2.4.5 By clicking on the button “ “buy now”, the Customer completes the ordering process and makes a binding offer for the conclusion of a contract.
- 2.5 Without undue delay upon receipt of the Customer’s order, we will send a confirmation of receipt by e-mail to the Customer. This e-mail does not constitute an acceptance of his order.
- 2.6 We may choose not to accept orders in our sole discretion and notably fraudulent or abnormal orders, orders which we suspect are not placed in good faith or orders for products or services which are not available. We are not required to provide a reason for declining to accept any order, though we may do so in our sole discretion.

- 2.7 The contract is only concluded, if we accept the Customer's order. In this case, we will send an order confirmation by e-mail with the order number and details of the product(s)/services the Customer has ordered and the GTC.
- 2.8 Conclusion of the contract will take place with the order confirmation e-mail.
- 2.9 The wording of the contract will not be stored by us. Therefore, the Customer is recommended to keep the order confirmation.

3. Prices and payments, payment terms, reserve of property clause

- 3.1 The price charged for a product, respectively service will be the price in effect at the time the order is placed and as set out in the Online-Shop and shown in the course of the ordering process.
- 3.2 Our prices include statutory VAT, but are net of shipping costs. Any customs duties and similar public charges shall be borne by the Customer. Those will be shown during the ordering process and additionally in the order confirmation e-mail.
- 3.3 Payment can be made by Credit Card and any other payment method which is explicitly provided in the respective product/service description in the Online-Shop.
- 3.4 Payments for products as well as services in the form of online trainings/e-learning fall due at the conclusion of the contract For any other services, the payment terms are: 14 days following receipt of an invoice.
- 3.5 Please note that the access to the e-learning as well as the e-learning link will only be provided once the payment has been received in full by us. Ownership of products will be transferred upon full payment of the purchase price.

4. Delivery and Customer service

- 4.1 For products, the delivery time as well as the delivery option (either standard or express) chosen by the Customer will be indicated during the ordering process and confirmed in the order confirmation. Delivery time will not exceed 30 days after the date of the order confirmation.

We encourage the Customer to examine the received Product(s) within 14 days after they are delivered and check their condition and that the content of the deliveries is complete. In case of damaged or missing Product(s) or any questions concerning services, please contact our Customer Service at: shop@bian-services.com.

- 4.2 For services, the service will be rendered on the date defined in the service description.
- 4.3 We shall not be held responsible for delayed delivery or failure to perform, if the delay or failure is neither due to our fault nor for our account pursuant to the law or generally accepted principles.

5. Special rules for training courses, seminars and project support consultation services

- 5.1 We offer as services inter alia online-trainings/e-learning products (e.g. video), webinars, physical training courses, seminars and project support consultation services.
- 5.2 Usually the trainings will provide a question catalogue where the Customer, respectively the users of the Customer may verify themselves their knowledge and understanding. We will not verify the learning success.
- 5.3 When an order for an online-training/e-learning product (e.g. video) was confirmed by us and the purchase price received, the Customer will receive per e-mail a link upon which he can retrieve the online-training content (e.g. video). The Customer can access the Online Training only when he logs-in to the B.I.A.N. Services GmbH website. The Customer is solely responsible for the provision of technical equipment required for downloading the online-training content. In case of a video-training, the Customer needs a media player for the retrieval (e.g. VLC). If special software or special other equipment would be required, we will indicate this in the offer of the service. The link upon which the online-training content may be retrieved has a limited validity term. The term (usually approximately three months) will be indicated in the offer of services. The link is dedicated to one user of the Customer (single workplace). The Customer shall make sure that the link is not forwarded or disclosed to or used by more than one user.
- 5.4 With regard to the Online Learning and Online Learning Environment:
 - 5.4.1 B.I.A.N Services GmbH does not guarantee that the software made available to the Customer in the Online Learning Environment and the software used by B.I.A.N Services GmbH is error-free and functions without interruption;
 - 5.4.2 B.I.A.N Services GmbH can put the Online Learning Environment entirely or partially out of use temporarily for preventive, corrective or adaptive maintenance. B.I.A.N. Services GmbH will not allow this period of inactivity to last longer than necessary, will have this period of inactivity scheduled outside of office hours as much as possible, and, depending on the circumstances, will not let

this period of inactivity start until after the Customer has been notified;

- 5.4.3 The Customer must have appropriate internet access facilities such as, but not limited to, adequate equipment and software (e.g. browser);
 - 5.4.4 The Customer is responsible for keeping his user name/login code and password strictly secret.
- 5.5 For physical training meetings, seminars, other training courses, the following particular provisions apply:
- 5.5.1 These physical training meetings, seminars and other trainings courses will only take place if a minimum of 10 attendees which is provided in the service description is reached. We explicitly reserve the right to cancel the event, if the minimum attendance is not achieved.

We are entitled to cancel any physical training meetings, seminars and other training courses at short notice in case of events which are not imputable to or culpably caused by us (e.g. illness of the trainer).

In such cancellation cases any payments received for the event will be reimbursed to the Customer. Any other rights and claims, in particular damage claims, of the Customer are excluded. In particular, we have no obligation to reimburse or compensate any costs which the Customer might have incurred in connection with the planned event.

We will endeavor to propose a replacement event at another date at equivalent conditions.

- 5.5.2 The Customer may cancel his/her reservation via shop@bian-services.com at any time before the start of the event (cancellation). For cancellations submitted up to three (3) weeks prior to event, no cancellation fee falls due and any paid remuneration will be credited to the Customer. If the Customer cancels the reservation less than three (3) weeks prior to the scheduled event, we may retain the event remuneration as cancellation fee. The Customer is entitled to prove that we did not suffer any damage or only a lower damage than the cancellation fee. For online-trainings/e-learning products any cancellation rights of the Customers are excluded.
- 5.5.3 We reserve the right to substitute any trainers and speakers, provided that such change does not substantially adversely affect the overall character of the physical training meetings, seminars and other training courses.

5.6 Consultancy services:

- 5.6.1 We warrant to perform the consultancy services according to usual standard of diligence, but we do not guarantee the achievement of any specific commercial objectives or targets.
- 5.6.2 Any consultancy services are exclusively for the internal use of the Customer. Any transmission of consultancy works to third parties is prohibited.
- 5.6.3 The consulting services shall be remunerated at an hourly basis as provided in the price list.

6. Intellectual property rights and copyrights

- 6.1 Any documentation or work supplied in the course of the services or products are protected by copyright. The Customer has a non-exclusive, non-transferable and non-sublicensable right to use the documentation and works at a single workplace for own/ internal company purposes. Paper copies and storage on electronic data carriers shall only be permitted to a limited extent for archiving purposes. Any other use (including, but not limited to reproduction, distribution, processing or transformation) is not permitted without our prior written approval. Reverse engineering is explicitly prohibited.
- 6.2 Should we suspect any improper use of data or other infringements of any documentation and/or work or product supplied by us, we reserve the right to investigate such matters and take appropriate measures or terminate the access rights of the Customer to its User-Account. Claims for damages remain hereby unaffected.

7. Set-off and retention rights

- 7.1 The Customer shall have no right of set-off or retention, except to the extent that the counterclaim was accepted or has not been disputed by us or been determined by a final and binding decision.

8. Warranty rights

- 8.1 For Products: We shall be liable for defects of the Products according to the applicable statutory provisions of the Federal Republic of Germany, in particular §§ 434 et seq. German civil code, unless provided otherwise below in these GTC.

- 8.2 For Services: Those will be rendered in accordance with the usual standard of diligence.
- 8.3 Any damage claims and liability are limited in accordance with Section 9 “Liability for damages – other liability”, unless provided otherwise in these GTC.

9. Liability for damages – other liability

- 9.1 Claims for damages against us or our employees, for whatever legal reason, are excluded unless provided otherwise below.
- 9.2 We are liable for damages and replacement of the financial loss (hereinafter referred to as "Damages") due to a breach of contractual and non-contractual obligations only
 - 9.2.1 in the event of willful misconduct or gross negligence,
 - 9.2.2 in the event of negligent or willful damage to life, body or health,
 - 9.2.3 in the event of the assumption of a guarantee of the condition of the products (*Beschaffenheitsgarantie*) in the meaning of Sec. 443 of the German Civil Code (BGB),
 - 9.2.4 in the event of a negligent or intentional breach of material contractual duties (*wesentliche Vertragspflichten*),
 - 9.2.5 by reason of mandatory liability according to product liability law or
 - 9.2.6 by reason of any other mandatory liability.
- 9.3 Damages for breach of material contractual duties (*wesentliche Vertragspflichten*) shall be limited, however, to foreseeable damage typical of this type of contract provided that there is no willful misconduct or gross negligence or no liability based on injury to life, body or health or the assumption of a warranty of the condition of the products.
- 9.4 Any liability of the Contractor for loss of profit and/or other financial losses suffered by the Customer shall be excluded as long as there is no willful misconduct or gross negligence or damage to life, body, or health or the assumption of a warranty of the condition of the products.
- 9.5 A change of the burden of proof to the disadvantage of the Customer is not part of the above regulations.
- 9.6 Insofar as our liability is excluded or limited, this also applies to the personal liability of our staff, workers, employees, representatives, executive bodies and vicarious agents.

10. Limitation period for claims relating to Products

- 10.1 For Products: By derogation from § 438 (1) n°3 of the German Civil Code (BGB), the period of limitation for claims based on defects and defects in title is one year from delivery/the passage of risk. To the extent that an acceptance was agreed, the limitation period runs as of the acceptance.
- 10.2 The legal regulations apply to the limitation of any claims for damages by the Customer based on defects becoming statute-barred if we are guilty of willful misconduct or gross negligence, or if the claim for damages is based on damage to life, bodily injury or damage to health. The limitation periods of the Product Liability Act remain unaffected in any case.

11. User Account

- 11.1 In order to purchase products and services on our Online-Shop, the Customer needs to register and to set up a User Account via the link/"MyAccount"/"Sign-in". A user's registration for the opening of an account on BIAN's offering generally requires the entry of the company name, an e-mail address and data which evidences that the Customer is a merchant in the meaning of Sec. 14 of the German Civil Code. A password is selected by the user during registration. Upon voluntary confirmation of the registration, the user receives access to BIAN's offering.
- 11.2 The Customer shall keep the access data to the User Account, in particular the password, confidential and shall instruct any user of the account to do so.
- 11.3 The Customer shall inform us immediately via text form (e.g. electronic mail) if there is reason to suspect that a third party has knowledge of the access data or misuses the access of the User Account. If the Customer culpably does not comply with the afore-mentioned duties, the Customer is responsible for any activities made under the User Account or with his password, but longest until the notification of the suspected or assumed or likely abuse of the User Account and/or of the password.
- 11.4 The Customer is responsible for the accuracy of the details provided by him to us.

12. Data protection

- 12.1 The privacy policy available on our website and additional provisions in these GTC govern the use of the Customer's, respectively of Customer users personal data. We may save and process any data relating to the Customer and Customer users, to the extent necessary for the purpose of the execution and implementation of the order and as long as we are

required to keep such data in accordance with applicable data protection laws.

- 12.2 Purchasing of product(s) and/or services in the Online-Shop requires that the Customer accepts the privacy policy and the processing of personal data as described in said privacy policy. In any event, we will comply with applicable data protection laws.

13. Online dispute resolution

- 13.1 The European Commission provides under ec.europa.eu/consumers/or/ a platform dedicated to helping consumers and traders resolve their disputes out-of-court which is called the “**Online Dispute Resolution Platform**” (hereinafter “ODR Platform”). The ODR-Platform applies only to disputes relating to goods and services, which were bought online by a consumer.
- 13.2 BIAN is not committed to take part in dispute resolution proceedings before consumer arbitration bodies. Currently, BIAN does not participate in dispute settlement schemes involving consumer arbitration agencies.

14. Miscellaneous, applicable law, jurisdiction

- 14.1 These terms and conditions shall be governed exclusively by German law; however, the CISG and the rules of the conflict of laws being excluded. Place of performance for all obligations arising out of the contract is Frankfurt am Main.
- 14.2 If the Customer is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (*Kaufmann* within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organized under public law, place of jurisdiction is at the seat of BIAN. We are also entitled to file a suit against the Customer at his general place of jurisdiction
- 14.3 The invalidity of any provision of these GTC shall not affect the validity of the other provisions.

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