

# General Terms & Conditions of Business

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Please note: The English translation of the Albert Kehrler Diversity | Coaching | Networking Terms and Conditions is provided for the convenience of our non-German-speaking customers. Regardless of this, only the original German-language version is legally binding.

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## §1 Subject of the Agreement

These General Terms and Conditions of Business are a component of all agreements concluded with and form the basis of all agreements between **Albert Kehrler Diversity | Coaching | Networking** and the ordering party. They regulate the performance of consulting, coaching, training and other services and apply exclusively.

Quotations by **Albert Kehrler Diversity | Coaching | Networking** are always subject to change. An agreement comes into being only when the order is confirmed in writing. Verbal agreements are not entered into. Supplements and amendments to the contract must be made in writing. This also applies to the annulment of the requirement for the written form.

Subject of the agreement are exclusively the services agreed by contract. Deviating or further-reaching services are not agreed.

**Albert Kehrler Diversity | Coaching | Networking** carries out activities as a freelance co-worker. He works at his own responsibility and is not subject to instructions or directive right on the part of the ordering party. A freelance contract or other agreements made on the basis of these General Terms and Conditions of Business do not constitute a contract of employment. **Albert Kehrler Diversity | Coaching | Networking** is not active solely on the part of the principal and is entitled to work for other ordering parties.

## §2 Our services

**Albert Kehrler Diversity | Coaching | Networking** as a rule performs the services in person. He can assign services to third parties (including own co-workers) who are competent, capable and reliable. He shall inform the principal accordingly in writing. Insofar as **Albert Kehrler Diversity | Coaching | Networking** deploys its own co-workers, these are exclusively in his service or contract of employment. **Albert Kehrler Diversity | Coaching | Networking** also subjects the third party to the obligation of confidentiality pursuant to § 10 subsection (3) and shall inform these of the specifications of the German Law on Data Protection (BDSG).

## §3 Performance of the Principal

Insofar as not otherwise agreed the Principal presents the participants of the respective course or event and makes all organizational arrangements such as availability of rooms and technical equipment. He shall provide catering during the event and make the necessary hotel reservations.

Documentation required will be provided in good time prior to the event by **Albert Kehrler Diversity | Coaching | Networking** in electronic form; the Principal shall print these out and distribute them or forward them in electronic form to those taking part.

The Principal shall provide in good time all necessary information required for the execution of the contract. He shall nominate a competent contact partner, who can make or receive statements on his behalf.

## §4 Copyright

All materials made available by **Albert Kehrer Diversity | Coaching | Networking** under the framework of the agreement such as seminar documentation and software are subject to the law of copyright. They may be used solely by a Principal in person or for the respective business activity. Participants who are not the Principal may use these only for personal purposes or under the terms of their activity for the Principal; this shall be ensured by the Principal. Reproduction, processing, forwarding or distribution by the Principal or by those taking part is not permitted. In particular their use by third parties for training purposes is not allowed. The same applies for the contents of the seminars which are made accessible to participants electronically.

In the case that for the execution of the agreement documentation or software is used which is subject to the copyright of a third party, the contracting parties declare their observance of these rights. Should a third party enforce a claim for breach of copyright the contracting parties shall immediately notify the other party.

Publication including excerpts from documents, lectures and reproduction through visual or audio media, reproduction of radio transmissions and the right of making publicly available require the prior written consent from **Albert Kehrer Diversity | Coaching | Networking**. This also applies to all known and unknown including future new types of use, in particular for print use, electronic use, utilization in particular for advertising, promotion, sales and marketing purposes in all media, the use of visual, audio-visual, audio or other multimedia data carriers, the use in archives, including in the form of data bases and in exhibitions, display catalogues or similar. Publication must always be under the name of the copyright holder and with the copyright notice. The Principal however, in order to harmonize the training documents within his company, is entitled to display results and/or part documents with identification of the copyright notice on his company paper.

For data and information made available by the ordering party, he shall retain the copyright.

## §5 Fees

All priced quoted are subject to the addition of value added tax. Calculation of value added tax is not applicable if the Principal provides the necessary proof of release from payment of value added tax.

For services in other countries of Europe, insofar as these are settled in Euro, value added tax is not applicable insofar as the Principal provides his sales tax identification number prior to issue of the invoice. The Principal undertakes to settle directly and independently the appropriate rate of sales tax currently valid in his country.

Insofar as not otherwise agreed, services shall be invoiced directly after performance has been rendered, at the latest at the end of the calendar month and are due for payment by the Principal without deduction within two weeks of issue of invoice. This also applies for individual or part services from limited period assignments.

## §6 Remuneration of costs

The Principal shall refund travel expenses incurred during the execution of the commission to the amounts proven by receipt. Car journeys are invoiced at €0.50 per kilometer.

The subsistence costs for employees and/or cooperation partners of **Albert Kehrer Diversity | Coaching | Networking** during the events and courses shall be borne by the Principal. Insofar as no catering is provided by the Principal or a third party, the costs shall be remunerated by the Principal against submitted receipts.

Accommodation costs including breakfast shall be borne by the Principal. Under the framework of the respective measures or events the Principal is entitled to make appropriate room reservations. Insofar as **Albert Kehrer Diversity | Coaching | Networking** cannot make use of an overnight reservation because of a problem situation attributable to the Principal, then the Principal undertakes to pay the costs involved (cancellation or no-show charges at the hotel or training center etc.).

Remuneration payments are due for payment within two weeks of issue of invoice.

## §7 Liability

In the event of a slightly negligent or negligent breach of obligation on the part of **Albert Kehrer Diversity | Coaching | Networking** or one of the persons assigned to carry out the work, the Principal is not entitled to any claims.

This limitation of liability does not apply in the case of fatal, physical or injury to health nor in the case of intent or gross negligence.

## §8 Illness, force majeure

If a deadline cannot be met on the grounds of force majeure, illness or other circumstances beyond the control of the respective contracting party, the one party shall immediately inform the other party or other persons involved – the right to a deviating agreement is here reserved.

Further, the contracting parties and third parties involved shall by mutual agreement specify the substitute deadline by which the originally planned measure or event is to be carried out.

If despite all efforts on the part of the contracting parties a substitute deadline cannot be agreed then in the case of delay on the part of **Albert Kehrer Diversity | Coaching | Networking**, he shall propose a substitute trainer to the Principal according to § 2 section 1. In the case that a substitute trainer is deployed, any possibly incurred additional costs such as additional travel expenses for the substitute trainer will be borne by **Albert Kehrer Diversity | Coaching | Networking**.

If despite efforts by both contracting parties no alternative date can be agreed or no alternative trainer can be provided by **Albert Kehrer Diversity | Coaching | Networking** there is no remuneration claim from **Albert Kehrer Diversity | Coaching | Networking**.

## §9 Termination, cancellation of dates

### Training

In the case of training courses with several participants offered internally by the ordering company, the Principal has the right to cancel individual dates, if from the point of view of the Principal the execution of the training course as a whole or one of the individual dates for the training course appears to be not acceptable in economic terms. In this case **Albert Kehrer Diversity | Coaching | Networking** is entitled to cancellation charges as follows

- 20% more than six months to latest eight weeks prior to the respective date
- 40% at the latest four weeks prior to the respective date,
- 60% at the latest two weeks prior to the respective date and
- 80% less than two weeks prior to the respective date

(percentage of the contractually agreed remuneration). Any cancellation charges for travel or accommodation incurred on the grounds of such a cancellation shall also be borne by the Principal.

In the case of training courses with several participants offered by **Albert Kehrer Diversity | Coaching | Networking** also to the public, **Albert Kehrer Diversity | Coaching | Networking** reserves the right (right of withdrawal) to cancel the training course 10 days prior to the start of the course if the minimum number of participants had not been achieved, or if other essential conditions for the execution of the seminars change in other ways. Fees for training which have been prepaid will be immediately refunded in such cases. Further reaching claims, in particular compensation claims on the part of the Principal are excluded.

### Coaching

In the case of one-to-one coaching for individual persons the agreed dates shall be adhered to by the Principal or his employee. Dates may be postponed for good cause up to 48 hours beforehand without issue of an invoice for the service. The consequences of failure to appear or late deregistration are that the service must be paid by the Principal.

### Consulting and other services

Fixed-period assignments for consulting or other services cannot be terminated by either contracting party.

Assignments without a fixed period for consulting or other services can be terminated by either contracting party with due observance of the period of notice of one month to the end of a calendar month.

In all cases the right to extraordinary termination remains unaffected.

### §10 Final Clauses

For the assignment/order and its execution, German law is applied exclusively. The exclusive place of jurisdiction is Munich.

Albert Kehrer Diversity | Coaching | Networking and co-workers assigned by him are not members of a Scientology organization. Albert Kehrer Diversity | Coaching | Networking does not work according to the technology of L. Ron Hubbard and dissociates itself expressly from this.

Albert Kehrer Diversity | Coaching | Networking undertakes to treat in confidential manner all company information and data of participants which become known to him. This obligation also applies after the expiry of the order or contract. It remains valid for as long as the confidential information and data are not made known elsewhere. Under the framework of his professional or entrepreneurial activities carried out by him after the ending of an order or contract Albert Kehrer Diversity | Coaching | Networking may use the knowledge acquired during the execution of an assignment of contract insofar as legal stipulations, (especially §§ 3, 17 UWG [Act against Unfair Practice], §§ 823, 826 BGB [German Civil Code] and BDSG [Federal Data Protection Act]) are strictly observed.

Both contracting parties are entitled to name the other party as a reference in the course of business.

Neither contracting party shall assign rights or claims arising from the agreement to a third party without the consent of the other contracting party.

Should a clause of this contract be or become ineffective, the contract remains valid in the other clauses. The regulation in law replaces the ineffective clause. Should there be no legal regulation the contractual partners shall agree to substitute an effective clause as close as possible to the intention of the ineffective clause.