

General Terms and Conditions

Valid as of 01.05.2007

1. General principles of collaboration

Consulting contracts and other agreements with ITMO are legally effective as soon as they have been issued in writing by the client. From the moment they become valid in law they shall be subject to these General Terms and Conditions, which the client is entitled to request at any time.

ITMO shall retain the copyright to all the services and materials provided in the performance of consulting and training contracts. As the intellectual property of ITMO, the right of utilization even after the fee has been paid only extends to use for the client's own purposes and to the degree specified in the contract. Any instance of such services and materials being passed on or given to third parties without ITMO's consent, even in the wake of the dissolution of the company, including for the purposes of reproduction, will result in claims for damages.

2. Form of the services provided

ITMO's aim in the provision of all of its services is to offer its clients the greatest possible benefit. For this reason ITMO is entitled, after coordinating with the client, to limit the number of participants in events.

ITMO is entitled to make use of the services of third party experts in the performance of its contracts.

3. Cancellation of contracts

If the number of participants is too low to allow an event to sensibly take place, ITMO shall have the right to cancel the event. ITMO also has the right to cancel events at short notice in the event of illness or force majeure. In such cases, customers who have registered will be refunded the money already paid.

If desired, bookings can be carried over to a different seminar date. A new date will be set in agreement with the client. No further claims can be exercised in this regard.

4. Withdrawal conditions

Contracts can be cancelled up to four weeks before the scheduled start date at no cost to the client. For later cancellations ITMO will charge 50 percent of the value of the contract. For cancellations less than 14 days before the scheduled start date, 75 percent of the value of the contract will be charged, and for cancellations less than three days before the scheduled start date, the full price will be charged. ITMO accepts the substitution of participants.

5. Money back guarantee

Should, for reasons beyond ITMO's control, a client not take advantage of the contractually agreed services, or only take partial advantage of them, the client shall have no claim to a refund. Should a seminar participant break off attendance at the seminar by noon on the first day due to dissatisfaction with ITMO's performance, however, ITMO will refund the price of the seminar. In this event any material handed out remains the property of ITMO and may not be removed from the seminar or kept by the participant.

6. Liability and exclusion of liability

ITMO will perform all its duties with the utmost care, observing the general principles customary in the sector. All the recommendations, prognoses and predictions delivered in the context of consulting contracts will always be made to the best of our knowledge and in good faith. Nevertheless, ITMO assumes no liability for success.

ITMO assumes no liability for damage to the property or health of participants during the journey to and from the seminar or during the course of the seminar itself.

7. Confidentiality

ITMO agrees to treat as confidential vis-à-vis third parties any facts which come to its knowledge in connection with the work it carries out for a client. Only the client itself shall be able to relieve ITMO of this duty of confidentiality.

This duty of confidentiality shall remain in force even after the contract has ended, except in cases where ITMO is legally obliged to disclose such facts.

8. Terms of payment

Unless otherwise agreed, invoices must be paid in full without deductions within two weeks or 14 calendar days of the invoice date.

9. Place of performance and jurisdiction

German law applies to all contracts entered into with ITMO Dresden, the performance of such contracts and any claims arising therefrom. Contracts entered into with ITMO Moscow shall be subject to Russian law. The place of performance and of jurisdiction shall be decided accordingly.
