Terms and Conditions for Training

§ 1 Scope of Contract
1.1 Vector carries out workshops and seminars (in the following named “training”) at Vector’s or at the customer’s place of business.

1.2 If so requested by the customer, Vector shall carry out the customer-specific training. Details shall be agreed on separately.

§ 2 Enrollment/Fees
2.1 The customer shall enroll in writing either by facsimile, E-mail or via the Internet. Vector shall confirm the enrollment in writing.

In case of the customer-specific training the customer’s order shall be deemed as the enrollment.

2.2 Unless otherwise agreed, all prices named shall be per participant. VAT shall be added to all prices. Fees shall be due without deductions at the date of the training, respectively within thirty (30) days of the confirmation of enrollment by Vector. In case the customer has not paid the fee(s) in time, Vector shall be entitled to exclude the participant(s) from the training or cancel the customer-specific training, respectively.

§ 3 Cancellation
3.1 The customer may cancel an enrollment no later than 14 days before the training. In case the customer cancels an enrollment later, Vector shall be entitled to charge 50 % of the participant fee plus VAT. In case the customer cancels one (1) workday before the training, Vector may charge the full fee, unless the customer presents another participant as a substitute.

In case of the customer-specific training the customer may cancel the order no later than one (1) month before the training. In case the customer cancels an enrollment later, Vector shall be entitled to charge 50 % of the fee plus VAT, unless the parties agree to postpone the training. In case the customer cancels three (3) workdays before the training, Vector shall be entitled to charge the full fee plus VAT, unless the parties agree to postpone the training. Vector shall not refuse a postponement unjustly.

3.2 Vector reserves the right to cancel a training any time, in case the required number of participants is not reached or in case organizational or technical reasons make the cancellation necessary, in particular if the trainer is sick.

3.3 Vector is entitled to replace the trainer. In this case the customer shall neither be entitled to rescind the contract nor to reduce the fees.

§ 4 Intellectual/Proprietary Rights
4.1 Vector reserves any right on any documents of Vector which Vector hands over in connection with the training. The customer shall not be entitled to copy them or work on them, and the customer shall in particular not be entitled to deliver them to any third party.

§ 5 Vector’s Liability
5.1 Vector – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only, if Vector breaches a basic obligation under this contract. In this event, Vector’s liability shall be restricted to EUR 100,000.00 or the contract value, whichever amount is higher.

The customer is entitled to claim for a higher maximum, but Vector may then require a surcharge for the aggravated risk.
The restrictions shall not apply if and to the extent to which damages are covered under Vector's business liability insurance and the insurance company has effected payment to Vector. Vector agrees to maintain the coverage of this insurance as given at the time of the execution of the contract.

Claims for personal injury shall remain unaffected.

§ 6 Confidentiality Obligations

6.1 Vector shall keep the customer's trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by Vector under or in connection with this contract designated in writing as confidential by the customer. However, Vector shall have no obligation with respect to any information which is (i) already in Vector's possession at the time of the execution of the contract, (ii) independently developed by Vector, or (iii) which is publicly known through no wrongful act of Vector.

6.2 Notwithstanding § 6.1, Vector is not obliged to keep confidential any of Vector's ideas, concepts, know-how or techniques related to the development of software.

6.3 Vector shall oblige its employees to observe the above confidentiality obligations.

6.4 Vector may include the name the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be discussed in advance with the customer.

§ 7 Miscellaneous

7.1 The contract and its modifications require written form.

7.2 The contract shall conform with and be governed by the laws of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

7.3 If the customer is merchant in terms of law exclusive venue shall be Vector's main place of business.