



Prilhofer Institute of PreCast Technology

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General Terms and Conditions Prilhofer Institute of PreCast Technology

1 Principles and Seminar Objectives, Code of Conduct

The seminars of Prilhofer Institute of PreCast Technology generally approach participants coming from the field of precast concrete production. The seminar objective is to impart theoretical and practical fundamentals for the production of precast concrete elements. The respective seminar programme of Prilhofer Institute of PreCast Technology contains further details about the contents of the seminars as well as the target participants, for example, about the previous knowledge that is required for the participation. All participants are supposed to equally benefit from the contents of the seminars. The participants are required to cultivate an open debate culture, respecting the interests of the other participants in the objectives of the seminar and likewise respecting the imparting of knowledge and the presentation of the discussion by the course instructors.

2 Contractual Partners

The legal entity of Prilhofer Institute of PreCast Technology (hereinafter called “the operator”) is the sole proprietor Prilhofer Consulting with its owner Christian Prilhofer.

Any company/any legal entity becomes a contractual partner upon sending the registration form to the operator – in which case a contract in favour of a third party comes into existence, with the participant as beneficiary third party – or, if there is no company name stipulated in the registration or if this company does not approve of the registration expressly or implied, the person indicated in the registration as participant will become the contractual partner.

For the contract solely these General Terms and Conditions apply. Deviating conditions or reservations by the participant expressed in the registration do not apply.

3 Registration, Realisation of the Contract

The realisation of a seminar depends on a minimum number of participants; this amounts to 5 persons if not otherwise indicated in the seminar programme.

The persons registered for a specific seminar will be notified of the realisation or non-realisation of a seminar within reasonable time, at the latest, however, 5 weeks prior to the beginning of the seminar and duly appropriated to the contract.

The registration is made by using the website of Prilhofer Institute of PreCast Technology (www.prilhofer-institute.com). The registration form must be completed fully. The questions indicated in the registration form relating to personal data and the previous knowledge of the participant will serve as a guideline for the operator to assess the suitability of the seminar for the participant. Upon receipt of the completed electronic registration form the respective seminar will be reserved for the named participant.

There is no entitlement to participating in the seminar; the operator reserves the right to decide on admittance to the participation in a given case. Upon realisation of the respective seminar the named participants receive a registration confirmation by email, which concludes the contract, together with an invoice including the bank transfer data. The confirmation has to be printed and duly signed by the participant or the company delegating the participant and to be returned by fax to the operator to the fax number indicated in the registration form.

The entitlement to the participation is granted not before the moment that the printed and signed registration confirmation has been received by fax at the operators' and the total participation fee, VAT included, has been credited in due time (please see item 4) to the bank account indicated on the invoice.

In case a seminar cannot be realised because the minimum number of participants cannot be reached, the participation fees already paid will be reimbursed.

4 Participation Fee

The participation fee comprises the seminar fee and the seminar documents. Catering and refreshments during the seminars are covered by the participation fee and can be seen from the respective seminar programme.

All other expenses such as travel, accommodation, visa fees etc. are not included in the participation fee.

If not indicated otherwise in the seminar programme, the participation fee must be paid 10 weeks prior to the beginning of the seminar at the latest, to be received at the operator's bank account. In Austria seminars are liable to VAT. Foreign participants are made aware of the possibility to apply for the VAT refund from the tax office in Graz City (Website: http://english.bmf.gv.at/Tax/ForeignEntrepreneur_273/KopievonInputVATRef_291/start.htm Form U5 "Application by a business person established in the community for refund of VAT)

The seminar programme stipulates whether specific room contingencies are pre-booked for the respective seminar. Such pre-bookings are not considered to be binding confirmations of the operator to take care of the accommodation of the participants. In fact, reservations and bookings of the hotel room must be made by the participant or the company/legal entity delegating the participant; likewise accommodation and other charges are to be paid at the hotel directly. In case of cancellations or amendments of the booking cancellation fees can incur on the part of the hotel.

Foreign participants who need an Austrian visa are required to arrange for a timely issue of a visa themselves. Upon request, the operator will send an invitation letter to the participant for the respective seminar. For sending the invitation a shipping fee between EUR 50 and EUR 80 (VAT included) will be charged, according to the shipping costs to the relevant country which is payable immediately upon receipt of the invoice.

In case of a default of payment the contractual partner must pay an interest of 8% above the base interest rate.

5 Cancellation, Annulation

If no other regulations or deadlines regarding cancellation or annulation are indicated in the seminar programme the following shall apply:

A cancellation on the part of the participant is possible until up to 10 full weeks prior to the beginning of the seminar with no cancellation fee – only a handling charge of EUR 100 (VAT

included) shall incur. After deducting the handling charge the participation fee paid already shall be reimbursed.

In case of a cancellation on the part of the participant in the period between 10 weeks to 6 full weeks prior to the beginning of the seminar 50% of the participation fee will be charged or retained as a cancellation fee.

In case of a cancellation on the part of the participant during the last 6 weeks prior to the beginning of the seminar or at non-appearance to the seminar 100% of the participation fee will be charged or retained as a cancellation fee.

A cancellation is considered to be any declaration of the participant of not wanting to attend the seminar. Cancellation fees incur independent of whether the cancellation or non-appearance is due to personal reasons of the participant or to other reasons (i.e., force majeure, strikes etc.).

The participant or the company delegating him/her, however, is entitled to nominate a substitute in writing (by fax or e-mail would suffice); this announcement can be made until 7 days prior to the beginning of the seminar if not indicated otherwise in the seminar programme. This announcement must contain all those data about the substitute that were required for the participant in the first place.

The operator reserves the right to reject the substitute; in this case the cancellation fee is reduced to 5% of the participation fee if the substitute has been announced during the period between 10 weeks to 6 full weeks prior to the beginning of the seminar, and to 10% of the participation fee if the substitute has been announced during the last 6 weeks prior to the beginning of the seminar. During the period of 7 days prior to the beginning of the seminar a nomination of a substitute is no longer possible.

6 Amendment of Booking

Amendments to a booking from one seminar date to another on the part of the participant (does not apply for the substitute) are subject to approval of the operator and are, in principle, possible only once and free of charge, if they are made up to 6 full weeks prior to the beginning of the originally booked seminar provided the alternative seminar is not fully booked. If the booking is amended during the last 6 weeks prior to the beginning of the seminar until up to 14 days prior to the beginning of the seminar, the rebooking fee amounts to EUR 100. During a period of 14 days prior to the beginning of the seminar an amendment to the booking is no longer possible.

7 Changes in the Seminar Programme

Content and execution of the seminars are determined by the respective seminar programme. The operator is entitled to change the contents due to functional reasons without the approval of the participant or the contractual partner, as long as the essential main topics are not limited. Subject to change are likewise time schedule, venue and course instructors or other organisational amendments. Any claims for compensation of the participant / the contractual partner resulting from such amendments are excluded.

If a seminar is cancelled by the operator, the participation fee already paid will be reimbursed. Likewise, the participation fee already paid will be reimbursed if the operator has to reschedule the seminar. Any further claims for compensation of the participant / the contractual partner are excluded.

8 Language, Translations

The seminar lectures are principally held in English, the seminar documents are principally drafted in English. There is no claim to interpreting or translations to another language.

9 Copyrights and Protective Rights of the Operator and Third Parties

The seminar documents are meant for the use and the further education of the participant. Any copying or handing over to third parties of the operator's documents is prohibited without prior written approval of the operator in each individual case, especially the storage of electronic data, the copying or making available data on Internet etc., is prohibited.

In addition, the participants must comply with the industrial property rights and other protective rights of the operator and of third parties. Without prior written approval in each individual case the issuing of, in particular, pictures or drawings of factories or constructions visited during the course of a seminar, is prohibited.

10 Limitation of Liability

The operator is not liable for any direct or indirect damages suffered by the participant or the contractual partner due to the performance or non-performance of a seminar or its contents. Furthermore the operator is not liable for accidents, loss of or damage to the property or financial loss of the participant / the contractual partner, unless the damage is caused by deliberate or grossly negligent conduct of the operator.

In the case of factory visits the operator shall provide, if necessary, protection helmets and high-visibility vests. The participant must provide himself with any additional safety equipment (e.g. safety boots).

11 Confirmation of Participation

The participant receives a confirmation of participation, if at least 75% of the respective seminar has been attended by the participant and the participation fee has been paid in full.

12 Protection of Privacy

Personal data are stored for the purpose of Prilhofer Institute of PreCast Technology only and are not disclosed to any third party. With sending the registration the participant or the company delegating the participant agrees to the storage of the data, including electronic data, contained therein.

13 Miscellaneous

Notices of the operator may be sent to any address, e-mail address or fax number of the participant or the delegating company/legal entity stipulated in the registration form.

For all disputes in connection with the conclusion, performance and termination of the contractual relationship the parties agree on the competent court of jurisdiction in Salzburg or in Vienna, according to the choice of the complainant.

The Austrian law applies. Place of fulfilment of the mutual contractual obligations is Vienna; if a different place of venue is indicated in the seminar programme, it shall be that place. The contractual language is English.

These General Terms and Conditions are destined to become integral part of each contract concluded with Prilhofer Institute of PreCast Technology and will be attached to the confirmation of registration as a file attachment. The confirmation of registration contains an explicit reference to the attached General Terms and Conditions.