

# Terms and Conditions

## Sylvia Pfaffl – bioMCC – Bioscience Marketing, Communication & Consulting

valid from July 2018

### 1. General

The Terms and Conditions are translated analogously from German to English. BioMCC does not assume liability for possible errors in translation. **Legally binding is only the German version of the Terms and Conditions (named ABG).** The English translation is a draft for better understanding.

Sylvia Pfaffl - bioMCC (hereinafter referred to as bioMCC) services solely on the basis of these Terms and Conditions. Different terms of clients, that bioMCC doesn't expressly acknowledge in writing are not binding for bioMCC.

bioMCC reserves the right to amend these Terms and Conditions anytime. This will be communicated to the client in an appropriate way and shall be deemed approved despite written objection of the client within one month.

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### 2. Registration for Events (Conferences, Workshops, Training Courses)

Registration for the proposed events (conferences, workshops and training courses) can be arranged via Internet, in writing, by fax or by e-mail. As the number of participants is limited in the interest of the participants, the applications are processed in the order received and confirmed in writing by e-mail or fax. If an event is fully booked the participant is referred to later dates. In order to participate a new registration is necessary, which is then treated preferentially. Only after confirmation of the full payment of the event, the registration becomes effective. You will receive the confirmation with all details and directions a few weeks before the event or can be found on the homepage of the particular event.

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### 3. Accommodation for Events

With the confirmation you will receive a list of regional hotels or you can find more details on the website of the particular event. The hotel bookings have to be adjusted in person. In addition, all other costs associated with participation in an event, such as travel and accommodation costs and part of the meal expenses have to be borne by the customers themselves.

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### 4. Organization of Events

We reserve the right to postpone or cancel an event for reasons that we don't have to represent ourselves, such as illness of a teacher, not reaching the number of participants or force majeure. The right of the implementation of the event by a particular speaker or seminar leader or in a particular place does not exist. There is also no claim to compensation for a missed day of the event.

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### 5. Cancellation of Events

Cancellations by the customer (written or by email) are free of charge if they are received by bioMCC up to at least 20 days prior to the event. Cancellations by the customer received by bioMCC less than 20 days but at least 10 days before the event are charged with € 100 net processing fee. For cancellations received less than 10 days before the event or non-appearance of the customer, the full registration fee has to be paid. The obligations of the customer remain unaffected.

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### 6. Prices and Charges of Events

The event fees are per participant plus the statutory 19% German VAT tax when required by law. The registration fee includes participation in addition to the working papers and indicated catering. Accurate information on this will be announced on the homepage of the particular event by bioMCC. Not included are travel and subsistence expenses of the participant. A partial participation in the event does not justify a reduction in fees.

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### 7. Billing / Payment Terms for Events

Invoices will be issued after the registration confirmation. Payments are due upon receipt of invoice and without deduction. In case of default, default interest at a rate of 3% pa calculated above the current base rate of the European Central Bank will be charged. Claims of BioMCC can only be offset against counterclaims of the customer, if these are undisputed or legally binding.

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### 8. Liability for Events

The materials and documents used in the events are created exclusively for educational purposes and are geared primarily to clear presentation of the subject matter. The compilation of texts and images is done with great care. Nevertheless, errors cannot be ruled out completely. A liability for incorrect information and its consequences cannot be assumed.

BioMCC assumes no liability for damages and accidents which are caused by their legal representatives, agents or employees, unless in case of intent or gross negligence. In case of cancellation of the event due to illness of speakers, too few participants as well as any other reason which bioMCC is not responsible for or force majeure, there is no right to implementation of the event. BioMCC cannot substitute for travel, meals, hotel costs and lost working time in these cases. BioMCC will provide an alternative date or replacement of speakers. The participants remain free to accept such appointment or cancel the contract.

In addition bioMCC assumes no liability for direct or indirect damages resulting from fax transfer, Internet data transfer, transmission error, data loss, data insecurity or other reasons. This also applies in the case that damage has occurred due to technical problems.

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### 9. Due Diligence

Participants may not use any brought data medium. They are required to comply with the applicable safety regulations at the venue and follow the instructions of the training or course instructor. The technical facilities, hardware including the software may only be used for training purposes.

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### 10. General for Software Purchases, Development and Design

The company bioMCC - Sylvia Pfaffl offers its services under this delivery and payment conditions and - in addition to this - under the license conditions that are supplied with the products or online available.

Terms and conditions of the customer are hereby rejected - deviations from the terms of bioMCC are effective only if confirmed in writing by bioMCC.

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### **11. Contracting for Software Purchases, Development and Design**

- (1) Information obtained from bioMCC in advertisements or websites are non-binding. Price changes due to changes in customs, shipping changes, foreign exchange, etc., remain subject to change.
  - (2) A contract between the customer and bioMCC is only effective with acknowledgement of order by bioMCC (in writing or by electronic means).
  - (3) The contract is subject to the proper and timely delivery by suppliers or subcontractors of bioMCC. In case of unavailability of the ordered goods, the customer is informed immediately and any previously paid fees will be refunded.
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### **12. Delivery and Rights of Use of Software Purchases, Development and Design**

- (1) Delivery will be made after receipt of payment either by electronic means or physically on a suitable data medium. For physical delivery, shipping costs are applicable, which bioMCC will announce the client prior to contract completion.
  - (2) The delivery includes the software package and – if supplied by the manufacturer - user information, installation information, etc., which are made available partially online.
  - (3) The program package and all information provided are protected by copyright.
  - (4) Use and application of the programs are only permitted as specified by the manufacturer of the programs.
  - (5) Program modifications or adaptations are only allowed if this is part of the intended use of the program. Company names, trademarks, copyright notices etc. of reservations of rights contained in the programs must not be changed and modified and must be taken over to edited or changed versions of the program.
  - (6) The customer may pass the program package in its original state as a whole together with a copy of these terms and conditions to a third party. Copies or partial copies must not be passed. With transfer to a third party the right of use of the customer expires, it is hereby transferred to the third party. Neither the client nor the following users are entitled to use the program or edited versions of the program on more than one computer.
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### **13. Billing / Payment Terms for Software Purchases, Development and Design**

- (1) Invoices are issued after ordering the goods. Published prices are plus the statutory 19% German VAT tax when required by tax law. Payments are due upon receipt of invoice and without any deduction. Delivery will be made after receipt of payment at bioMCC. For mail order purchases, the customer shall pay a shipping and packing fee in addition to the purchased item.
  - (2) Specific delivery dates are only valid if agreed in writing. The delivery period shall be extended accordingly in case of work stoppage, import-/export limitations or force majeure.
  - (3) In case of default, default interest at a rate of 3% pa calculated above the current base rate of the European Central Bank will be charged. Claims of bioMCC can only be offset against counterclaims of the customer, if these are undisputed or legally binding.
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### **14. Return Policy for Software Purchases, Development and Design**

- (1) Software that is distributed by download is excluded from the return.
  - (2) Software that was installed by the customer on one or more devices is generally excluded from the return.
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### **15. Warranty / Liability for Software Purchases, Development and Design**

- (1) During the period of use of a so-called demo version of a software or freeware, the warranty obligation of bioMCC is limited to the case of fraud. The customer uses the demo version or the freeware at his own risk!
  - (2) After purchasing a software license, bioMCC or its subcontractors guarantee that the software upon delivery is not affected by errors, which cancel the value or suitability for the intended purpose under the contract or substantially diminish it. BioMCC does not warrant that the software is suitable for a certain purpose sought by the licensee. BioMCC does not assume guarantee for transmission errors on data media or the Internet. So the customer does not lose his warranty claims, he is obliged to examine the software immediately after release of the license, upon detection of defects to immediately discontinue the use of the software and to notify the defects at the latest within two weeks with an exact description.
  - (3) The guarantee is completely inapplicable for programs or program components that were modified or extended by the customer or third party, unless the customer can demonstrate that such changes or extensions are not causing the defect.
  - (4) The warranty is further inapplicable for defects or damages due to improper installation, operation or treatment, failure to follow documented attributes, lack of care for backup, or processes outside the responsibility of bioMCC. Lack of attention to data protection exists in particular if the customer has failed to make adequate and state of the art arrangements against external influences, especially against computer viruses and other phenomena, which endanger individual data or the entire database.
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### **16. Limitation of Liability for Software Purchases, Development and Design**

- (1) bioMCC is liable for breach of secondary obligations only in cases of intent or gross negligence.
  - (2) Where in the foregoing provisions rights arising from delivery delays, non-compliance, remedial or other obligations are not explicitly granted, other or further claims for compensation for indirect damage, such as loss or incorrect processing of data of any kind for whatever legal reason are excluded. This also applies to claims arising from contract negligence, breach of contract or non-contractual liability.
  - (3) As far as liability is mandatory in cases of willful misconduct, gross negligence or the lack of guaranteed characteristics or for other legal reasons, the scope of the claim for damages is limited to compensation for direct damage, but to a maximum of an amount equal to the respective order value. The customer indemnifies bioMCC from all third party claims, which exceed the scope and level of liability under the aforementioned provisions.
  - (4) bioMCC assumes no liability for attacks from the Internet. Attacks are attacks by hackers who engage on open ports to the network, being able to manipulate and destroy databases, virus infections that can damage a system and / or destroy it, and intervention from third-party, which has gained administrative rights on the system.
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### **17. Acceptance, Retention of Title for Software Orders, Development and Design**

The customer shall inspect the goods immediately upon receipt for completeness and damage. Is an objection omitted within a period of two weeks after receipt of delivery, acceptance shall be deemed to have occurred. The delivered goods remain property of bioMCC until full payment, including any future claims arising from the business relationship with the customer. The cost of all measures to preserve and secure the property of bioMCC is borne by the customer. In case of breach of contract, especially late payment, bioMCC is entitled for redemption after a month; the customer is obligated to the restitution of the goods.

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### **18. Copyright**

All course materials, software packages, as well as their design include copyrighted information. All rights, including the copying of course materials or software packages or parts thereof, are reserved BioMCC. No part of the course materials or software packages may be reproduced, distributed or displayed in public in any form without prior written approval. Software provided during the implementation of a seminar must not be removed or copied in part or in full.

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### **19. Privacy Policy**

All personal information that we received by the customers are stored electronically for internal purposes. Participating service providers are receiving this data only where it is necessary for mission accomplishment. The customer may contradict that at any time by contacting in writing or by e-mail. [More info about the bioMCC compliance with EU-DSGVO on our web page.](#)

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### **20. Jurisdiction**

Jurisdiction for all disputes between the contracting parties is Freising. Before each trial, the parties are bound to an out of court settlement attempt, carried out via an expert third party where necessary, unless such an attempt is not promising success. Only the law of the Federal Republic of Germany is essential.

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### **21. Final Provisions**

Contract modifications and contract amendments must be carried out in writing. Verbal agreements are invalid. If any provision of this agreement is or becomes invalid, the legal validity of the remaining provisions shall not be affected. The parties shall replace the invalid provisions by valid provisions with which the economically desired result is best achieved.

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Freising, July 2018

### **bioMCC**

### **Bioscience Marketing, Communication & Consulting**

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