

General Terms and Conditions of the company JTT Jung Technologie Transfer

I. Application

1. Any services which are provided by the contractor within the scope of the following range of services, exclusively comply with the following conditions, except for the case that individual contracts provide different agreements which are to be considered to rank as preferential.
2. The following terms are also valid for follow-up orders, even if they are not expressly mentioned and passed on.
3. Contrary business terms and contract conditions of customers are excluded in any case.

II. Subject matter of the contract

- 1) The contractor works as consulting management engineer following the object of optimising the processing progress in the customer's shop using CNC-controlled milling machines. For this purpose the parties to the contract conclude a contract based on the contractor's individual offer covering the following items:
 - observing the production flow and the production processes
 - preparations for optimising the production flow and the production processes
 - calculating costs and profits of the suggested modifications
 - production-accompanying support and training of staff members
- 2) The training will be effected with the documents provided by the contractor and in the production premises of the customer at the available working place with the products to be processed and used.
- 3) The contract is concluded for a number of participants indicated by the customer at the time of concluding the contract. It is possible to exchange the members of the training – if requested by the customer - during the training period; in such a case the contractor is however not liable for any disadvantages arising for the members due to this exchange as to acquiring the subject matter.

III. Service provision

1. The contractor provides the services at the agreed times and dates.
2. Since the service may interfere with the production flow, the contracting parties will make every effort to provide the services at such times that the usual flow will be disturbed to the lowest possible extent.
3. The customer is committed to support the contractor with all the services to be provided – especially as far as production and process analyses are concerned, and to provide any information which is necessary for providing the service.

IV. Remuneration

1. The remuneration for each training event is determined by the price list valid at the time of concluding the contract and/or the individual agreements concluded between the parties.
2. If the members who are registered for participating in the training are prevented from participating in the training for any reasons which are not caused by the contractor, resulting in the impossibility to carry out the training, a partial remuneration covering 70% will be due at this date. The contracting parties will make every effort to jointly stipulate a date of replacement.

V. Warranty

1. The contractor guarantees that the contents of the training and the used documents are accurate and up to date and that they correspond to the state of the art.
2. The contractor is not liable for the occurrence of the members' learning process or their implementation of the taught subjects in the customer's company.
3. The contractor is not liable for any loss of production, delays or produced rejects. No guarantee is assumed for the quality of the produced, processed or used work pieces.

VI. Termination

1. During the term of the contract it is not possible to have an ordinary termination of the contract.
2. If a party of the contract does not fulfil its substantial contractual obligations, the other party is entitled to terminate the contract without notice after expiration of an adequate extension of time.

VII. Property of documents

1. The contractor is entitled to any industrial property rights as to the contents and materials. The customer is entitled to use these documents for its own business purposes, but it is not allowed to disclose them in any form including leasing or lending them as well as any form of digitalisation and providing them online for third parties.
2. Documents passed on to the customer for use remain to be the contractor's property; there is no passing on by purchasing.

VIII. Release and secrecy

1. The contractor releases the customer from any claims of third parties against the customer resulting from any violation of industrial property rights for materials used within the scope of the contract.
2. As far as the contractor acquires knowledge of the customer's confidential information when providing his services for example by participants' questions or in any other way, he is obliged to treat them as confidential, even after the expiration of the contract. The legal regulations as to the obligation of secrecy have to be observed. The disclosure to third parties by the receiving party beyond its business area is not allowed.

IX. Liability

1. The contractor is liable for any wilful acts and gross negligence in the scope of his service provision. This liability also extends to the contractor's vicarious agents.
2. Apart from this the contractor does not have any other liability. This also applies to any data losses or other consequential losses, as well as to any damages arising for the machines and devices used by the customer's staff members during the training. Furthermore any financial losses for whatever legal reason are expressly excluded from any liability.
3. In addition the liability clauses contained in the individual regulations are valid.

X. General conditions

1. Any modifications and supplements are only valid if they are in writing and show reference to the contract and they have to be signed by both parties.
2. Apart from that the laws of the Federal Republic of Germany apply to the contract.
3. Place of performance and venue for any disputes arising from this contract are, as far as the customer is a merchant or a legal entity of a public nature, the contractor's place of business.
4. Should any single conditions be ineffective or lose their legal effect because of a later circumstance, this does not affect the legal effect of the remaining conditions.