



GENERAL TERMS AND CONDITIONS OF BUSINESS

Contracts

Contracts between a client and Coverdale Schweiz GmbH (hereinafter Coverdale) in respect of the reciprocal duties to be performed by both parties, as well as any amendments and addenda thereto, are normally made in writing.

In addition, these General Terms and Conditions, which are attached to the contracts, shall apply.

These General Terms and Conditions take precedence over any conflicting general terms and conditions of the client.

Services

The services to be rendered by Coverdale shall be provided by trainers/consultants working on a freelance basis or under contract to or in the employ of Coverdale.

The scope, form, subject and aim of the services shall be set forth in detail in the respective contract between the client and Coverdale.

Coverdale shall render services especially in the form of consultations and training (seminars, workshops).

Coverdale does not normally provide a warranty of a particular seminar outcome, unless such warranty includes verifiable criteria of success and is explicitly and specifically agreed in writing.

Warranty of services

Coverdale warrants that the works it provides for the fulfillment of the contract are not in conflict with copyright and/or any other rights.

Before and during the agreed activities, the client shall keep Coverdale constantly informed with regard to all circumstances that are of significance for the preparation and fulfillment of the assignment. The client shall nominate a responsible contact person.

If parts of the activities concept and/or the fulfillment of the assignment are contracted to third parties by the client, Coverdale shall be assigned the task of coordination in order to ensure consistency in the conceptual and didactic requirements.

Coverdale shall maintain secrecy with regard to all business-relevant processes that become known to Coverdale through the cooperation with the client.

Coverdale is entitled to offer its services subsequently to competitors on the client's market, unless otherwise agreed.

If the client is unable to keep to an appointed date, Coverdale shall endeavor to offer the client an alternative date or to find another client for the cancelled date. If the client and Coverdale are able to agree on an alternative date or if Coverdale finds another client for the cancelled seminar date, the client only has to pay an administrative charge amounting to 10% of the fee plus any costs incurred. If the client and Coverdale are unable to agree on an alternative date or if Coverdale does not find another client for the cancelled date, the following charges are payable

45-31 days before the agreed seminar date 25%
30-14 days before the agreed seminar date 50%
13 days or less before the agreed seminar date 100%

of the fee.

If Coverdale is unable to keep to an agreed date on account of force majeure, sickness, accident or any other impediment through no fault of Coverdale, then Coverdale shall name an alternative date as soon as possible.

Any claims for damages lodged against Coverdale by the client are excluded.

Copyright

The client recognizes the copyright of the company Coverdale Schweiz GmbH in respect of the works produced by Coverdale (training documents etc.). Any duplication and/or dissemination of the aforementioned works and of any amended form thereof require the prior written consent of Coverdale.

General provisions

If individual provisions of these General Terms and Conditions of Business should be or become null and void, the force of the remaining provisions shall remain unaffected. The parties shall then implement the Conditions with an effective substitute provision that approximates most closely the purpose pursued by the void provision.

The client shall transfer the fee to Coverdale within 30 days of receiving the invoice.

These General Terms and Conditions are subject exclusively to Swiss law.

In the event of a dispute, the venue shall be Basel.

Coverdale Schweiz GmbH
St. Alban-Vorstadt 16
4010 Basel
Schweiz
Tel. +41 61 205 19 40

Basel, 1 May 2016