

General Terms and Conditions - Training



Version 2.0, valid from June 13, 2014 until further notice

§ 1 General provisions

a) Scope of application

These General Terms and Conditions apply to all business relations concerning training courses and seminars between the **IRS- International Rescue Service GmbH**, Muehlhof 2, 95676 Wiesau, represented by its managing directors: Mr Robert Konrad and Mr Mohamed El- Attar (**hereafter referred to as IRS- International Rescue Service GmbH**) and its customers in the version valid at the point of time of conclusion of the contract. Any opposing terms and conditions of the customer shall be expressly excluded.

b) Contractual agreement

Contract languages shall be German and English.

c) Conclusion of contract by online registration (training program)

The representation of the scope of services being offered on the web page of the IRS- International Rescue Service GmbH is without obligation and non-binding. In case of booking of a service via web page, the booking process consists of four steps in total. In the first step, the customer selects his or her desired service. In the second step, the customer enters personal data including the billing address and, if different, the delivery address. The third step is selecting the method of payment. The fourth step allows the customer to verify all data again (e.g. name, address, payment method, ordered products) and to correct any wrong entries, before confirmation of the order by clicking on the button "booking with costs". With the order, the customer declares his/her binding offer to enter into an agreement. The IRS- International Rescue Service GmbH will immediately confirm the receipt of the customer's order. The order confirmation shall not be deemed a binding acceptance of the order. The IRS- International Rescue Service GmbH is entitled to accept the offer contained in the order as binding within two days after receipt of the order via e-mail, fax, telephone, postal mail or by delivery of the order. With the acceptance, a contract between the IRS- International Rescue Service GmbH and the customer comes into being.

d) Conclusion of contract by direct booking via e-mail

Conclusion of contract may also occur by direct booking via indicated e-mail account.

e) Storage of contract text

The contract text will be electronically stored by the IRS- International Rescue Service GmbH and sent to the customer after delivery of her/his order together with the present General Terms and Conditions and further customer information in text form (e.g. e-mail, fax or postal mail). After the sending of her/his order, the customer is not longer able to access the contract text on the internet page of the vendor. The customer can print the significant webpage with the contract text via print function of the browser.

§ 2 Subject matter of the contract

Training Courses

IRS- International Rescue Service GmbH offers its customers a wide range of training

courses in the field of health care and rescue and also preparation courses and follow-up seminars concerning assignments abroad.



§ 3 Scope of Service

a) General

The scope of service and the corresponding duration is determined by the booked training program, resp. translation volume demanded by the customer.

b) Subservices

IRS- International Rescue Service GmbH is entitled to provide services in parts as long this is reasonable for the customer.

c) Delays in performance

The IRS- International Rescue Service GmbH shall not be deemed responsible for delays in performance due to force majeure and other exceptional and unpredictable events, which the IRS- International Rescue Service GmbH can not prevent even by reasonable means and utmost care (this includes in particular strikes, administrative or court orders and cases of incorrect or improper self-delivery despite covering transactions). IRS- International Rescue Service GmbH is entitled to postpone the performance of services by the duration of the reason for the delay.

d) Withdrawal

In case of impracticability of the training course for the reasons mentioned above, the IRS- International Rescue Service GmbH may withdraw from the contract. The IRS- International Rescue Service GmbH is obligated to inform the customer immediately about the non-availability of the performance and shall immediately refund any counter-performance already rendered by the customer.

e) Default of acceptance

If the customer defaults in acceptance of the booked performances, the IRS- International Rescue Service GmbH is entitled to withdraw from the contract after setting an appropriate period of grace and to claim payment of damages due to delay or non-fulfilment. During delay of acceptance, the customer shall bear the risk of accidental loss or accidental deterioration. This does not apply for the case where the customer is using his right of withdrawal.

§ 4 Method / Mode of payment

a) General

All prices include sales tax. Payment will be made in advanced.

b) Default in payment

The customer defaults the payment if the payment has not been received by the IRS- International Rescue Service GmbH within two weeks after receipt of the invoice.

Interest shall be charged for late payment in the amount of 5 percentage points above the prime rate of the European Central Bank, respectively 8 percentage points above the prime rate of the European Central Bank in case of legal transactions where consumers are not involved. If the customer comes in default of payment obligations, the IRS- International Rescue Service GmbH shall reserve the right to demand reminder fees in the amount of 5.00 Euro. The present provision shall not affect the assertion of any further damage. The customer has the possibility to prove that IRS- International Rescue Service GmbH has incurred no damage, or only minor damage.

§ 5 Cancellation charges

The cancellation of a booked training course by the customer shall be possible in writing even after expiration of the cancellation period as mentioned in § 6 of the present Terms and Conditions.

The cancellation charges shall be determined by the following conditions. The cancellation is free of charge if occurred at the latest 14 days before the agreed beginning of the training course. Timeliness of the cancellation shall be determined by the date at which IRS- International Rescue Service GmbH has been notified. In case of later cancellation, the cancellation charges are based on the graduated flat charges as follows:

- 25 % of the agreed invoice amount from the 13th to the 7th day before beginning of the training course
- 50 % of the agreed invoice amount from the 6th to the 1st day before beginning of the training course
- 80 % of the agreed invoice amount in case of cancellation at a point of time being less than one day before beginning of the training course

The customer reserves the right to prove that IRS- International Rescue Service GmbH incurred no costs or lower costs.

§ 6 Notice of cancellation for distance selling contracts (provision of services)

The following terms and conditions of cancellation apply to the customers with distance contracts

Terms of cancellations

Right of cancellation

You are entitled to cancel this contract within fourteen days without stating reasons.

The cancellation period ends fourteen days after the contract is concluded.

In order to exercise your right of cancellation, you are obliged to inform us in writing (IRS- International Rescue Service GmbH, Muehlhof 2, D-95676 Wiesau, E-Mail: info@irs.eu.com, Phone: +49 (0) 171 552 49 19, Fax: +49 (0) 3222 342 5501) by stating clearly and unequivocally (via e-mail, fax or by mail) your decision to cancel this contract. You may use the enclosed sample cancellation form (or any other sample form for cancellation)

The cancellation period shall be deemed observed if notice of cancellation is given within the period referred to above.

Consequences of cancellation

If you withdraw from this contract we shall refund you all payments that we have





received from you, including delivery costs (with the exception of additional costs that arise if you have selected a form of delivery other than the cheapest form of standard delivery offered by us) without undue delay and within fourteen days at the latest from the date on which we received the notice of cancellation. For this refund we use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

If you specifically requested that the contracted services should begin within the cancellation period, then you must pay an appropriate amount for the portion of the services that have been provided to you up to that point in time at which you inform us that you will exercise your cancellation right in comparison to the total volume of services specified in the original contract.

- **End of instructions regarding terms of cancellation** -

Please note: premature expiration of your right of cancellation

Your right of cancellation expires prematurely if the contracted service has been executed in full by the contractual partner, and if the contractor started to provide the service only after you specifically approved and confirmed at the same time that you had been informed that you will forfeit the right of cancellation after complete fulfilment of the terms of the contract by the contractor.

§ 7 Contractual objective

It is hereby expressly stated that effects resulting from the implementation of the contract in terms of an actual improvement of the customer's standards of knowledge and performance are not owed.

§ 8 Liability

a) Exclusion of liability

The IRS- International Rescue Service GmbH as well as its legal representatives and agents are only liable for intent or gross negligence with reservations mentioned hereinafter. In the case of slight negligence, liability shall only concern the infringement of essential contractual obligations, thus concerning obligations whose fulfilment is of particular importance for the achievement of the purpose of the contract. The liability is limited to the predictable, typical contractual direct average damage. In respect of customers that are not consumers, the IRS-International Rescue Service GmbH is only liable with the amount of the predictable, typical contractual direct average damage in the event of a gross negligent infringement of non-essential contract obligations.

b) Restrictions on liability

The preceding exclusion of liability does not concern the liability for damages resulting from injuries to life, body or health.

§ 9 Licences

a) Copyright

The contents and the development of the training courses performed by the IRS- International Rescue Service GmbH and the related documents including all authorised copies are intellectual property of the IRS- International Rescue Service GmbH.



b) Licensing

With payment of the participating fees, the IRS- International Rescue Service GmbH assigns all required rights of use of seminar documentation to the customer to the extent agreed in the contract and required for the training. In case of doubt, the IRS- International Rescue Service GmbH meets this obligation by granting non-exclusive rights of use in the Federal Republic of Germany for the duration of the training course. In principle, licensing expires with the end of the contract. Concerning copies for personal use of the customer however, the right of use shall apply beyond termination of the contract.

c) Licensing terms and conditions

Any use other than described requires our approval. In particular, the contents of seminars may not be passed on to a third party (sublicensing or sales), nor be copied, duplicated or be stored on any data carrier or other media. It is also not permitted to use the contents, texts and exercises in seminars, courses or disclose otherwise to third parties without our prior expressed written consent.

d) Right of referencing

The IRS- International Rescue Service GmbH reserves the right to reference to the own provided training courses. Unless otherwise agreed, the IRS- International Rescue Service GmbH retains the right to make visual recordings during training courses and to publish them as reference in brochures, prospectuses and on the web page of the IRS- International Rescue Service GmbH. The customer has the right to object.

e) Damage compensation

The IRS- International Rescue Service GmbH reserves the right to claim compensation for each infringement of the agreed licence conditions, in particular in case of copyright infringement.

§ 10 Final provisions

a) Place of jurisdiction

For all disputes concerning this contract, the sole place of jurisdiction is agreed to be the registered office of the IRS- International Rescue Service GmbH in Wiesau, if the customer is a merchant, a legal person under public law or a special fund under public law or if the customer has no place of jurisdiction in the Federal Republic of Germany.

b) Choice of law

Unless mandatory legal provisions of the customers country provide otherwise, German law shall be deemed as agreed.

c) Severability clause

The ineffectiveness of individual stipulations does not affect the validity of the remaining general terms and condition.

Wiesau, June 13, 2014

IRS-International Rescue Service GmbH
Muehlhof 2
D-95676 Wiesau