

## 1.) Conditions for participation

- 1.1. Anyone who is at least 18 years of age and can prove that they have completed their school education can undertake training at the Institute.
- 1.2. Applicants will also be accepted who can demonstrate that they have acquired, either through work or by other means, years of experience in the field of permanent face and body pigmentation.
- 1.3. Personal suitability can be verified by taking part in a "trial day".
- 1.4. If it is determined after the signing of the contract that the above admission requirements have not been satisfied, the Institute reserves the right to terminate the contract extraordinarily (without notice). In this case the Participant is responsible for the extraordinary termination if she or he fails to demonstrate special circumstances.

## 2.) Scope

- 2.1. These general terms and conditions apply to the management of events such as: open training courses; in-house events; seminars; training sessions; and workshops.
- 2.2. The Institute's offerings and services are governed exclusively by these general terms and conditions. Changes are valid only insofar as they are agreed in writing.

## 3.) Offering, contract signing, withdrawal

- 3.1. The offerings of the Institute are subject to confirmation and are non-binding. This applies also to the pricing. The subject of the contract is the agreed activity or other service and not a pricing.
- 3.2. The Participant may register or place an order in writing, by telephone, in person, by fax, or online with the Training Centre of the Institute. The declaration or order placement is binding as soon as the Participant receives a written order confirmation. A deposit amounting to at least € 500 is due on receipt of the order confirmation.
- 3.3. It is possible to rescind a registration or an order in writing. In the case of a rescindment order that is received
  - no later than four weeks prior to the start of the event, there will be no charge and the deposit will be refunded;
  - up to 15 days before the start of an event, the price will be reduced to 30% of the full event price, with the deposit credited toward payment;
  - up to 7 days before the start of the event, the price will be reduced to 50% of the full event price, with the deposit credited toward payment.In the case of a cancellation made within 7 days of the start of the event, in the case of a no-show, or in the case of early departure from the event, the full event price will be charged, with the deposit credited toward payment.  
The date of receipt of the rescindment order is determinative in ascertaining compliance with the above deadlines. The designation of a suitable replacement Participant is possible. Your statutory right of withdrawal shall remain unaffected, but only until the beginning of the event.
- 3.4. The Institute may without the consent of the Participant disclose parts of an order to third parties in the case of subcontracting if it has been ascertained that the subcontractors meet the Institute's quality management requirements.

## 4.) Payment conditions

- 4.1. Unless individual contractual terms have been agreed, the current valid prices are those listed in the current published event programs. Amounts due are to be paid immediately upon receipt of the invoice without deductions into one of the listed bank accounts. Reference to the invoice number must be included with payment. The Institute reserves the right to require cash payments and prepayment from Participants at events as a prerequisite for participation. Payment of the full price must always be made prior to the start of the event.
- 4.2. All prices are exclusive of VAT at the applicable statutory rate (exceptions pursuant to §4 No. 21 UStG [the German Turnover Tax Act] are marked separately). The final price stated in invoices includes the VAT amount applicable on the invoice date. If an increase in statutory VAT is introduced after the publication of the event program, the Institute reserves the right to charge the respective additional amount.
- 4.3. The price stated in invoices for an event includes the cost of attendance, examination fees, and all costs for learning materials. Extras such as meals, accommodation, and data storage media are billed separately.
- 4.4. Event participation cannot be divided among several Participants. A partial booking involving a price reduction is not possible.

## 5.) Event production

- 5.1. Events are conducted according to the published program of events or as agreed separately with the Participants. The Institute reserves the right, however, to make changes as long as they do not fundamentally alter the main objective of the event.
- 5.2. Participants have no right to demand that the event be led by a particular instructor or that it take place at a particular location. Participants may also not claim compensation for any days of the event on which they fail to attend.
- 5.3. The Institute reserves the right to postpone or cancel an event for reasons over which it has no control, such as illness on the part of an instructor or not achieving the required minimum level of participation, etc. Registered Participants will be notified of any such cancellation via the address that they provided on registration. Participation fees that have already been paid for an event that is cancelled will be refunded. Subject to the provisions of Section 7 below, the Institute is not responsible for wasted expenses or other losses incurred by Participants on account of a cancellation.

## 6.) Property rights and copyright

- 6.1. The documents, software, and other media issued to Participants for the purpose of the event are protected by copyright. The reproduction, transmission, or other use of the materials handed out – even in part – is prohibited without the express written permission of the Institute.
- 6.2. CD-ROM products and products distributed on USB flash drives that are purchased by Participants, as well as any related documentation, are intended for the personal use of the Participant, who is granted a simple, not transferable right of use. With the conclusion of the contract of sale or on delivery, the Participant agrees to the applicable licensing terms and conditions.

- 6.3 Any use of the LONG-TIME-LINER® word/figurative marks beyond one directly related to an issued certificate or issued document, such as their use on a business card, requires the express written permission of the Institute.

## 7.) Liability

- 7.1. The Institute shall be liable for damages – for whatever legal reason – only if it has caused the damage intentionally or through gross negligence, or if it has negligently failed to satisfy an essential contractual obligation (a "cardinal obligation"). The Institute shall be liable in the event of breach of contract always only for the damages foreseeable at the signing of and typical of the type of contract.
- 7.2. As far as the Institute shall be liable in the event of breach of fundamental contractual obligations under the above Subsection 7.1 for damages caused by negligence, its obligation to pay compensation to the amount per claim is limited to € 5,000,000 for personal and material damages and € 100,000 for financial losses.
- 7.3. Liability for damages for the violation of non-essential contractual obligations due to simple negligence is excluded.
- 7.4. "Essential contractual obligations" are those obligations that safeguard the essential contractual legal positions that the contract, with regard to its content and purpose, grants to the party; essential are also those contractual obligations, the fulfilment of which is a sine qua non condition for the due performance of the contract, and on the observance of which Participants routinely rely and may rely.
- 7.5. The exclusion of liability or the liability limits contained in Subsections 7.1.-7.3 does not apply to damage to life, limb, or health or for claims arising from a guarantee or from the Produkthaftungsgesetz [the German Product Liability Act].
- 7.6. If claims for damages against the Institute shall be excluded or limited, this shall also apply to the personal liability of the Institute's organs, experts, and miscellaneous employees, as well as to its agents and assistants.
- 7.7 Except in the case of the purchasing of consumer goods and of the entering into of consumer contracts that fall under §651 of the BGB [the German Civil Law Code], compensation claims that do not fall under § 438 Section 1, No. 2 or § 634 Section 1, No. 2 of the BGB become time-barred 1 year after the passing of risk.

## 8.) Data protection

- 8.1. The Participant agrees that the personal data provided by her or him, as well as data relating to her or his training history, may be subject to automated processing and storing by the Institute and may be used for the authentication of her or his status as a Participant.
- 8.2. In the case of funding, personal data may furthermore be transmitted to funding institutions (especially the Bundesagentur für Arbeit [the German Federal Labour Office]).
- 8.3. Transmission to any other party requires the express written consent of the Participant.

## 9.) Miscellaneous

- 9.1. The Institute's current training folder forms part of the contract.

## 10.) Scope

- 10.1. These general terms and conditions apply to enterprises as well as to all legal persons under public law and to all special funds under public law according to § 310 BGB except as otherwise expressly provided.
- 10.2. These general terms and conditions of LONG-TIME-LINER® Conture® Make-up GmbH/Institute apply with the following provisions: Subsection 7.1 shall apply provided that it is agreed that the seat of the Institute is the place of jurisdiction in the case that the Participant has moved her or his permanent or habitual residence or domicile outside the purview of the law of the Federal Republic of Germany or in the case that her or his permanent or habitual residence or domicile is not known at the time the action is filed. – Subsection 7.2. shall then not apply.

## 11.) Place of jurisdiction, place of performance, applicable law

- 11.1. The place of jurisdiction for filing claims for both Contracting Parties is the seat of the Institute, provided that the requirements according to § 38 of the Zivilprozessordnung [the German Civil Procedure Code] are met.
- 11.2. The place of performance for all obligations arising under the contract shall be the seat of the Institute.
- 11.3. The contractual relationship and all legal relationships arising from it are governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the latter's conflict of laws provisions (IPR) and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 12.) Withdrawal policy

- 12.1. Right of withdrawal: You may withdraw in writing your agreement to enter into the contract without giving grounds within a 14-day period of your initially declaring this agreement. This withdrawal period begins upon your receipt of this policy, but not before a legible copy of the official certificate has been delivered to you. To withdraw your agreement, your notice of withdrawal must arrive before the end of the withdrawal period. The notice of withdrawal must be sent either to: LONG-TIME-LINER® Conture® Make-up GmbH/Institute, Tal 14-18, 80331 Munich, Germany; or to info@long-time-liner.com.
- 12.2. Consequences of a withdrawal: In the event of an effective withdrawal, each of the Contracting Parties shall return to the other Contracting Party the benefits received. Obligations relating to the reimbursement of payments must be fulfilled within a 30-day period. This period begins for you when you send your notice of withdrawal, and for us when we receive it.

## Final provision

In place of the severability clause we refer to Section 306 of the German Civil Code (BGB).