

General Terms and Conditions of Symbolon GmbH

1. APPLICATION AREA AND PREVALENCE

1.1 The current "General Terms and Conditions" regulate the rights and duties in the relationship between the company Symbolon GmbH and its clients. A client is every natural and legal person who has established a business relationship with Symbolon GmbH. They apply to all business relationships between the Symbolon GmbH and clients, especially concerning the delivery of products and fulfilling services, as far as no other terms have been agreed upon in written form.

1.2 Business conditions of the client are only applicable when and as far as they have been expressly been accepted in written form, and do not contradict the General Terms and Conditions of Symbolon GmbH.

1.3 All additional agreements, changes, amendments and relevant statements require a written statement in order to be considered valid.

1.4 Should individual conditions be or become ineffective or invalid, the remaining conditions remain consistent in their validity and effectiveness. In such a case the ineffective condition must be reformulated or amended in such a way that its intended purpose is re-established.

2. COPYRIGHT

All material including the translations, the training documents, and the advertising material may not be reproduced, stored in retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Symbolon. The potential analysis with the Symbolon-Method[®] and the artworks and images, used in it, are never allowed to be used separately, only with using the Symbolon-Profile programs offered by Symbolon. Each customer needs to fill out the complete Symbolon-Profile online or fill out in writing the complete Symbolon-Profile Intensive in the original booklet. Without written permission it is forbidden to use images out of the Symbolon-Profile or any other published document by Symbolon.

3. PRICES

All offers from Symbolon GmbH are not binding. The current prices have been published on the internet at www.symbolon.com or can be directly requested from Symbolon GmbH, errors excepted and subject to change. Furthermore, other conditions between the client and the consultant or between the client and Symbolon remain effective. Unless otherwise noted, all prices exclude income tax.

4. PAYMENT CONDITIONS

The client is generally committed to prepayments. Discounts are excepted.

5. DELIVERY AND EXAMINATION

The client is obligated to examine products and services for completeness and accuracy as well as potential damages and deficiencies immediately after delivery. Any objections must be made in written form immediately after discovery, at most seven days after delivery.

6. RECONSIGNMENT OF PRODUCTS

6.1 The reconsignment of products by the client requires previous approval from the client and takes place at the risk and cost of the client. Reconsignments must take place in original packaging as well as the inclosure of a detailed damage/deficiency description as well as the purchase receipt.

6.2 Basically there is no right of return. This also includes products that the client has purchased under false impression or erroneously.

7. LIABILITY

Symbolon is committed to the careful completion of all services according to these General Terms and Conditions and all other conditions. Claims based on an inability to complete service, violation of contract, indebtedness at contract end as well as unauthorised activity are not permitted against us as well as against our subcontractors, as long as no deliberate or grossly negligent behaviour can be established. There is no liability for indirect damages or consequential losses resulting from errors of performance or incapacitation.

8. SERVICES / SUPPORT

Support services and consulting/training are not included in the product price.

9. APPLICABLE LAW AND JURISDICTION

9.1 The individual contracts as well as the General Terms and Conditions are exclusively subject to the laws of Austria.

9.2 The court of jurisdiction for all disagreements resulting from direct or indirect contractual relationships is in Vienna/AT. Symbolon GmbH reserves the right to prosecute the client in the clients' proper court of jurisdiction.

Vienna, 2. December 2009