

General terms and conditions of business (GTC) for trainings and services provided by ABP MANAGEMENT, s.r.o.

I. General provisions

1.1 These GTC apply to contractual relationships between ABP MANAGEMENT, s.r.o. (hereinafter referred to as the „provider“) and the client buying a training or service (hereinafter referred to as the „contractor“) by the conclusion of a training agreement (hereinafter referred to as the "Contract"). Contractors can be both personal entities and legal entities.

1.2 By completing the order form "Training Registration Form" and acknowledging the acceptance of these GTC, the Contractor agrees to the GTC of Provider, which forms an integral part of each contract and is still accessible on the Provider's website.

II. Training/service order - conclusion of the contract

2.1 Binding ordering of the training/service is carried out by filling in the document " Training Registration Form " in PDF form, online form, or a Contractor's internal order sent to the following email address: office@abp-management.com

2.2 There may be more participants in this training registered per one registration form. For different types of training or different training dates, new registration forms must be filled in.

2.3 The acceptance of the order for training/services by the provider and thus the conclusion of the contract occurs on the basis of a written confirmation of registration form, by mail to the Contractor's address mentioned in the form.

2.4 The contract is concluded for a fixed period of time according to the duration of the training and ceases by fulfilling the obligations of both parties.

III. Pricing and payment terms

3.1 The price of the ordered training (the "price") is calculated separately for each training depending on the location and number of training participants. For open training the customer accepts the prices listed on the Provider's website. For customer in-house training, the quotation is sent to the customer for approval. A binding relationship is established by sending a Registration Form, by signing a quotation, alternatively by issuing an internal order in accordance with the offer. The number of participants is limited in order to maintain the quality of the training event. If the number of training participants is reached, another term is proposed to other participants.

3.2 The Provider does not guarantee the time validity of prices in the case of the same order passed in another time period. For the avoidance of any doubt, the price valid at the time of the order will not change anymore.

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3.3 The training prices are in Euro and are to be paid by participants after the completion of the training. Upon completion of the training, a certificate or a confirmation attendance in the training is issued and will be delivered together with the invoice.

3.4 The training fee includes study materials, background material for exercises and case studies, lunch and refreshment during the duration of the training. Accommodation is not part of the training fee.

3.5 All financial costs associated with payment for training (e.g. international and interbank transfers or exchange rate difference, local and government taxes) are borne by the Contractor.

3.6 All necessary training information will be sent to the Contractor not later than 14 days prior to the start of the training.

3.7 For the training/services provided, the prices stated on the Provider's website are valid. In the case of an individual discount, its amount depends on the amount of service delivered to an individual Contractor.

3.8 Payment shall be made in full within 30 days from the date of the invoice issued by ABP Management, s.r.o., unless otherwise agreed.

3.9. Should payment be delayed, a contractual penalty of 0,05% of the agreed-upon total price for every day of delay might be demanded.

IV. Certificates

4.1 After successful completion of a final written exam, participants will receive a certificate issued by ABP MANAGEMENT, s.r.o. or a licence in a case of licensed training in cooperation with a partner organization.

4.2 If the exam is unsuccessful, a participant will receive a confirmation of attendance of the training and may undergo a corrective exam within a next scheduled training (the test is free of charge) or it is possible to agree on an individual corrective exam date for a fee (the fee will be set depending on the number of unsuccessful candidates).

V. Withdrawal from the contract

5.1 The Provider reserves the right to move the date or time of a training in a situation of and for reasons beyond its control (e.g. power surges, interruption of electricity supplies to training facilities, accident and unexpected incapacity of a trainer).

5.2 The Provider is obliged to inform the Contractor or participants of the training immediately after having learned of such a situation and to propose an alternate date.

5.3 The Provider reserves the right to move the training date to another available one, if 14 days prior to the first day of the planned training no more than the minimum number of participants are registered -depending on the type of training. In such case, a new date for the training will be agreed with participants, unless the parties agree otherwise.

5.4 The Contractor may withdraw from the Contract in accordance with and in the manner stipulated in the Civil Code. The Contractor is obliged to notify the Provider in writing any cancellation of participation (cancellation of the Training register form); in a case of electronic communication, electronically by email.

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5.5 The Contractor has the right to withdraw from the contract without giving any reason up to 30 days before the start of the training.

5.6. If necessary, the Contractor may replace the person enrolled in the training. The Contractor will report to the Provider as soon as he / she decides to replace a participant, but at the latest 1 day before training at: office@abp-management.com.

5.7 Cancellation fees: applied in the case of the withdrawal from the Contract or cancellation of the training participation:

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|---|-----------------------------|
| ○ More than 30 calendar days before the training starts | 0 % of the training price |
| ○ 15-29 calendar days before the training starts | 50 % of the training price |
| ○ Up to 14 calendar days before the training starts | 75 % of the training price |
| ○ not attending a training | 100 % of the training price |

5.8 The contact details of the provider in the case of withdrawal or claim in the following article are as follows:

a. email: office@abp-management.com

b. phone number: +421 2 381 054 59

c. address: ABP MANGEMENT, s.r.o, Bosákova 10, 851 04 Bratislava

5.9 ABP MANAGEMENT, s.r.o. shall not be liable for any injury, loss or damage to personal property or property of a participant throughout the duration of a training. Each participant is responsible for watching over his/her personal property and not leaving it unattended.

VI. Complaints

6.1 In a case of dissatisfaction with the professional level of a trainer, the training course or the situation that the provider may affect, the Contractor must describe and justify the situation as a complaint within 14 days after the completion of the training. The complaints of the interested party send after this time will not be accepted by the provider.

6.2 If conditions allow, the Provider and the unsatisfied participant can agree to assign him/her to another training during a substitute training date.

These GTC are valid as published on the provider's website ABP MANAGEMENT, s.r.o .

The GTC text is effective from 18.1.2019

ABP Management, s.r.o.